



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective November 9, 2021 (the "Agreement Date") by and between:

"Client"

Name: City of Peoria
 Address: 419 Fulton Street, Peoria, Illinois 61602
 Phone: 309-494-8627
 Representative: Ben Krokum, Associate Grants Coordinator Email: bkrokum@peoriagov.org

"Stantec"

Name: Stantec Consulting Services Inc.
 Address: 12075 Corporate Parkway, Suite 200, Mequon, WI 53092
 Phone: 262-643-9010
 Representative: Richard J. Binder, Principal Email: rick.binder@stantec.com
 Project Name (the "Project"):
 City of Peoria Rebuild Consultant #13-21

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,



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licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client. The Services performed by Stantec shall be subject to the inspection and review of the Client at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the services.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's



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budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

WAIVER OF CONSEQUENTIAL DAMAGES: Stantec's liability with respect to any claims arising out of this Agreement or any Task Order shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition



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precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered or Stantec to perform all services contracted for by Client.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the County of Peoria, State of Illinois in which the majority of the Services are performed.

STANTEC shall observe and comply with all applicable laws, provide equal employment opportunity to all qualified persons and recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws. STANTEC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. STANTEC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located. Stantec shall notify Client of any amounts due and owing in writing. Client shall have 14 days to respond or dispute said amounts in writing.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

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The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.



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City of Peoria.

Stantec Consulting Services Inc.

City Manager
Print Name and Title

Signature

[Handwritten Signature]

Richard J. Binder, Principal
Print Name and Title

Signature

[Handwritten Signature]

City Clerk *[Handwritten Signature]*
Print Name and Title

Signature

[Handwritten Signature]

Legal Department
Print Name and Title

Signature

[Handwritten Signature]

Community Development Department
Print Name and Title

Signature



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

City of Peoria
(hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(hereinafter called "Stantec")

EFFECTIVE: November 9, 2021

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

STANTEC shall perform the services detailed in the Request for Proposals, City of Peoria Rebuild Consultant # 13-21 (herein the RFQ), which are provided in Exhibit 1 and generally include project planning, site work management and grant management duties related to implementation of a \$950,000 Illinois Department of Commerce and Economic Opportunity (DCEO) Rebuild Illinois Competitive Shovel Ready Sites Grant to complete site preparation and redevelopment of the 5.4 acre Tabor brownfield site located at 3540-3600 Southwest Adams Street and South Lydia Street.

The contract period will generally coincide with the grant period and may be extended at the option of the City of Peoria. STANTEC may also be retained to assist in procurement and implementation of additional State, Federal, or other funding, or assist with additional brownfield related engineering and environmental consulting services.

(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: November 15, 2021
Estimated Completion Date: September 30, 2023

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

STANTECS SERVICES will be performed on a time and materials basis not to exceed \$236,400 per the estimated contractual amount and rate table provided in Stantec's proposal dated September 23, 2021 (Exhibit 1). The Rate Table is subject to escalation from time to time.

Stantec will not exceed the authorized amount prior to written approval. Additionally, task budgets are estimates and we reserve the right to reallocate budget between the SERVICES listed for actual work performed, and as allowed by the DCEO and City Grant management duties will be funded from additional local funds above the \$950,000 in state funds.

We understand that Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.



**PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" or a Task Order adjusting the Contract Services Time and Price as required.

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

GEOTECHNICAL PROFESSIONAL SERVICES

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings/test pits, surveys, or exploration are made and that the data, interpretations and recommendations of STANTEC are based solely on the information available to STANTEC. Geotechnical conditions other than those observed at specific exploration sites may become apparent during or after construction. Corresponding revisions of geotechnical conclusions and recommendations may be necessary.

If expansive clay or expansive bedrock is present, the geotechnical analysis and recommendations presented are prepared with that level of care and skill ordinarily expected by the profession currently practicing in this area under similar conditions. Some differential movements of any improvements constructed over expansive clay or expansive bedrock should be anticipated.

Groundwater levels, within the depths of exploration, will be measured at the time of exploration. From this date of exploration, groundwater elevation may vary seasonally with changes in precipitation, runoff, and irrigation practices. STANTEC makes no warranty either expressed or implied that water levels measured at the time of exploration will represent future conditions.

The geotechnical investigation including exploration, testing, analysis, conclusions, and recommendations will be prepared for a specific project. Any revision of the scope of the SERVICES, site conditions, ordinances or policies of review agencies will require a review and update of geotechnical conclusions and recommendations.

HAZARDOUS SUBSTANCES:

All aspects of hazardous substances are beyond the scope of the geotechnical investigation. If encountered, the CLIENT will be immediately notified. STANTEC will perform such services as deemed necessary, such as notification of agencies, securing the site, and placing hazardous substances in a safe condition to comply with applicable local, state, provincial and federal laws and regulations on behalf of the CLIENT, and shall be compensated for such work on a time and expense basis in accordance with STANTEC's current Standard Rate Table.

UTILITIES:

In the prosecution of work, STANTEC will take all reasonable precautions to avoid damage to subterranean structures or utilities.

The CLIENT agrees to release STANTEC from any liability for, and to hold STANTEC harmless from any damages to subterranean structures which are not called to STANTEC's attention and correctly shown on the plans furnished.

SAMPLES:

All soil and rock samples will be retained for thirty (30) days. Further storage of samples can be made at CLIENT's expense upon written notice.

CHANGED FIELD CONDITIONS:

In the event the CLIENT discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the SERVICES, CLIENT agrees to notify STANTEC and engage STANTEC to prepare the necessary clarifications, adjustments, modifications, or other changes to STANTEC's work before construction activities commence or further activity proceeds. Further, CLIENT agrees to have a provision in its construction contracts for the SERVICES which requires the Contractor to notify the CLIENT of any changed field or other condition so that CLIENT may in turn notify STANTEC pursuant to the provisions of this paragraph.



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ENVIRONMENTAL PROFESSIONAL SERVICES

The data presented by STANTEC represent conditions only at the specified locations and at the time designated. CLIENT acknowledges that these data may not represent conditions at other locations and times. STANTEC shall not be responsible for the interpretation given by others to STANTEC's data, interpretations and recommendations.

CLIENT acknowledges that STANTEC will provide a professional opinion relative to the presence of disposed hazardous substances, but STANTEC will not write a certification, statement, or guarantee.

CLIENT agrees to provisions of the AGREEMENT related to hazardous substances and accepts professional services deemed necessary by STANTEC to comply with legal regulatory and health and safety standards which govern work with hazardous substances.

HAZARDOUS SUBSTANCES

Hazardous Substances Defined: Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered to be subject to any federal, state or provincial law regulating such substances or wastes as hazardous.

Special Nature of Work - CLIENT Understanding: SERVICES provided by STANTEC will be based on information furnished by CLIENT and/or data ordinarily collected in the performance of such work by CLIENT. STANTEC shall exercise professional judgment and shall perform SERVICES using that degree of care and skill ordinarily exercised under similar circumstances by environmental consultants practicing on similar projects, in a similar time frame, and in this or similar localities. CLIENT understands that environmental services involving hazardous substances and hazardous wastes present hazards and liability risks to CLIENT and STANTEC if not conducted in compliance with applicable laws and regulations and with full disclosure of the presence of hazardous substances by CLIENT. CLIENT understands and agrees to the terms of this contract which authorize STANTEC to act on CLIENT's behalf and be compensated at STANTEC's usual rates for such SERVICES.

Information: CLIENT will disclose to STANTEC all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. CLIENT will specifically identify and describe to STANTEC all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the SERVICES to be performed by STANTEC. CLIENT will furnish any additional information requested by STANTEC including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. CLIENT authorizes STANTEC to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by STANTEC.

Representative: CLIENT agrees to provide a representative at the job site to supervise and coordinate the job when requested by STANTEC and upon 24-hours' notice.

Responsibility for Safety and Health: STANTEC will not create conditions which are hazardous to CLIENT or other parties. STANTEC agrees to comply with the site safety and health plan (as defined by federal law) and other additional safety requirements specified by CLIENT or CLIENT's agent. CLIENT shall provide such information to STANTEC as soon after execution of this AGREEMENT as practical and in no case less than five working days prior to commencement of work. STANTEC shall not be liable for injuries or economic loss associated with project safety except where such injuries or economic loss is caused by the sole negligence of STANTEC; and STANTEC reserves the right to stop work if an unsafe condition is observed.

In the event STANTEC is retained in a capacity in which it is responsible for preparation of a site safety and health plan by operation of law, regulation, or being placed in a supervisory or coordination role with respect to other parties at the site, it shall be authorized by CLIENT to assure to STANTEC's satisfaction that all requirements of such plan are complied with by CLIENT, CLIENT's employees and agents, and other parties. CLIENT agrees to provide information requested by STANTEC and to cooperate with the preparation and implementation of STANTEC's safety and health plan. STANTEC shall not be liable for personal injuries or property damages unless said personal injuries or property damages are found to be caused by STANTEC's sole negligence in either its preparation of a site safety and health plan or its exercise of its responsibilities thereunder.

Notification to Government Agencies: CLIENT hereby agrees to comply with all requirements of federal, state, provincial, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by STANTEC that a release,



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threatened release, or other reportable event has occurred and that notification is required. In the event that CLIENT or CLIENT's agent is unavailable to make such required report or otherwise fails to do so, CLIENT hereby authorizes STANTEC to make reports on its behalf.

Hazardous Waste and Hazardous Substance Transportation and Disposal: Hazardous wastes and hazardous substances, as defined by federal, state and provincial law, encountered by STANTEC, shall be deemed to have been generated by and the property of CLIENT. STANTEC's discovery, excavation, handling, packaging, and storing of such wastes shall be as CLIENT's agent and STANTEC shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. CLIENT shall be solely responsible for selection of transporters and disposal or treatment sites. CLIENT shall provide documentation and/or identification required by law, if any, to accompany all shipments of hazardous wastes and CLIENT shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event CLIENT is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, STANTEC is hereby authorized to act as CLIENT's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for CLIENT in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to CLIENT on a time and expense basis.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS

Reliance Letters: Phase I ESA reports may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such reliance to which Stantec consents will (1) contain a limitation of Stantec's liability which will be no greater than the lesser of \$50,000 or the value of Stantec's fees for the Phase I ESA, and (2) only be granted pursuant to the conditions of Stantec's standard form reliance letter (i.e., Stantec will not sign forms of reliance letter proposed by lenders or other third parties). At Stantec's discretion, a fee of \$1,000 may be charged to the client or the party requesting reliance for the service to cover the costs for completion of a review of the reliance letter and report by Stantec legal staff and an independent technical reviewer.

CONTRACT PROVISIONS APPLICABLE TO NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS PRIME AGREEMENT BETWEEN CLIENT AND STANTEC (APPENDIX II TO PART 200)

NOTE: The recently adopted Appendix II to Part 200 Federal requirements are applicable to U.S. EPA Brownfield Grant projects. The following Provisions have been developed by Stantec to assist our clients in meeting these requirements. However, the Client is still responsible for ensuring their own compliance when using these Agreements.

Equal Employment Opportunity: During the performance of this contract, STANTEC agrees as follows:

- (1) STANTEC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. STANTEC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) STANTEC will, in all solicitations or advertisements for employees placed by or on behalf of STANTEC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) STANTEC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) STANTEC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) STANTEC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant



**PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

Page 5

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of STANTEC'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and STANTEC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) STANTEC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. STANTEC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event STANTEC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, STANTEC may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air Act and Clean Water Act: (1) STANTEC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. STANTEC agrees to report each violation to CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) STANTEC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Debarment and Suspension: STANTEC agrees that it is not listed on the government-wide exclusions in the System for Award Management (SAM).

Byrd Anti-Lobbying Amendment: STANTEC will fully comply with the applicable requirements of the Byrd Anti-Lobbying Amendment. The Byrd Anti-Lobbying Certification Form is provided in Exhibit 5.

Procurement of Recovered Materials: STANTEC agrees as follows:

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].

CITY OF PEORIA CONTRACT TERMS

Any terms of this Professional Services Agreement that conflict with the CLIENT Contract Terms provided in the (Exhibit 1) will be guided by the CLIENT Contract terms provided in the /RFQ (Exhibit 1).

INSURANCE

Stantec will confirm that all subcontractors/subconsultants meet or exceed the City's insurance requirements.

Copies of Stantec's insurance certificates are provided as Exhibit 3.

A copy of Stantec's Equal Employment Opportunity (EEO) Annual Certificate of Compliance is provided as Exhibit 4.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

ADDITIONAL ATTACHMENTS:

Exhibit 1: "Request for Proposals, City of Peoria Rebuild Consultant #13-21"

Exhibit 2: Proposal and Standard Rate Table

Exhibit 3: Insurance Certificates

Exhibit 4: EEO Certificate of Compliance

Exhibit 5: Byrd Anti-Lobbying Certification Form

EXHIBIT 1

**Request for Proposals, City of Peoria Rebuild Consultant
#13-21**

REQUEST FOR PROPASALS
City of Peoria Rebuild Consultant # 13-21



CITY OF
PEORIA

ISSUED BY

DIVISION OF PURCHASING

CITY OF
PEORIA, ILLINOIS

**Sealed Requests for Proposals will be received at the office of
The PURCHASING MANAGER
Room 108, City Hall,**

419 Fulton Street, Peoria, Illinois until 2:00 P.M.

Thursday, September 23, 2021
**for furnishing the materials, or services
described herein.**

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INSTRUCTIONS TO PROPOSERS
Request for Proposal (RFP)

ACCEPTANCE OF PROPOSALS - The right is reserved, as the interest of the City may require, to reject any or all proposals and to waive any nonmaterial informality or irregularity in the responses received. All such responses will be in English. The City will select a Proposer as described below or reject all Proposals within one sixty (60) calendar days from the date the responses are opened.

ADDITIONAL COPIES OF RFP - Proposers may secure additional copies of the RFP documents from the City of Peoria's Finance Department Purchasing Division.

RFP ENVELOPE IDENTIFICATION - Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING REQUESTED, REQUEST NUMBER, DATE AND TIME THE REQUEST IS DUE.

MAILING OF PROPOSALS— One (1) original and One (1) electronic copy (emailed) of all responses are to be mailed or delivered to the City of Peoria Purchasing Department, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the Purchasing Manager at (309) 494-8582.

CLOSING TIME - The Proposal closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the proposal is due.

SELECTION – The proposal selected will be that which best meets the needs of the City of Peoria as expressed in the RFP. Said Selection will be made as per the guidelines created by the City of Peoria's Selection Committee. The content of the proposal, the experience of the firm/individuals and the result of any scheduled interview(s) may be considered in making the selection.

WITHDRAWAL OF PROPOSALS - Proposers may withdraw their proposals at any time prior to the RFP closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No Proposers shall withdraw its response for a period of sixty (60) calendar days from the RFP opening date. Negligence on the part of the Proposer in preparing a response confers no right of withdrawal or modification of a proposal after it has been opened. No response will be opened which has been received after the closing time specified in the RFP document and it will be returned unopened to the Proposer.

ALTERNATE RESPONSES - The RFP describes the service and level of experience/expertise, which the City feels are necessary to meet the performance requirements of the City. Proposers desiring to submit a response on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate responses. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The response must be accompanied by complete specifications of the items offered.

AWARD - An award will be made to the best qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the

delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.**

COSTS - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

SIGNATURES - Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

INVESTIGATION - Proposer shall make all investigations necessary to thoroughly inform itself regarding the supplies and/or service to be furnished in accordance with the RFP. No plea of ignorance by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Proposer.

EQUAL EMPLOYMENT OPPORTUNITY – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* The form may be requested on-line from the City's website (www.peoriagov.org). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report" or "Renewal". The forms can also be obtained by writing or calling:

City of Peoria
Equal Opportunity Office
419 Fulton St.
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form Cc-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a proposal. The EEO Certification Number is only required prior to the award of the contract.

SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Respondent's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

RESPONSES – A response is requested of all Proposers even if it is a "no response".

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.

CITY'S AGENT- The City of Peoria's Purchasing Manager shall represent and act for the City in all matters pertaining to the RFP and contract in conjunction thereto.

PATENTS - The successful Proposer agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this RFP, the Proposer is certifying to non-collusion in the preparation and submittal. The response must be properly executed by the Proposer or the response will not be considered for selection.

DEFAULT - In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED – The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.

DELINQUENT PAYMENT - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

INSURANCE – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.
Contact Information for Proposal: Justin Danyus, City of Peoria, Purchasing Manager
419 Fulton Street, Room 108, Peoria, IL 61602
(309) 494-8507 jdanyus@peoriagov.org

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Request for Proposal (RFP) Brownfield Environmental Consultant

I. GENERAL INFORMATION

a) Statement of Purpose

The purpose of this process is to solicit proposals for a consultant to implement DCEO Rebuild: Shovel Ready Grant. The City of Peoria was awarded a DCEO Rebuild: Shovel Ready Grant for \$950,000 in Rehabilitation work at the location referred to as the Tabor Property.

This RFP is to obtain a consultant for this Grant Award. The chosen applicant must also coordinate with the already selected consultant utilized for the EPA Brownfield Cleanup Grant also awarded to this site.

b) Overview

The City of Peoria is a full-service municipality of approximately 115,007 residents located along the Illinois River and equal distance from Chicago and St. Louis. The location referred to as the Tabor Property consists of 5 continuous parcels located on Adams Street in Peoria's south end.

c) Qualified Consultants

Qualified consultants must demonstrate experience and extensive knowledge in construction management, Federal and Illinois Environmental Protection Agency Regulations and in the implementation of Illinois state grants, regulations, and processes.

II. SCOPE OF WORK

The City of Peoria Community Development Department is requesting that qualified consultants submit a request for proposals pertaining to, Project Planning, Site Work Management, Grant Duties, and other DCEO Rebuild: Shovel Ready project related duties. The consultant will follow the specific work plan approved by the DCEO. **The approved project summary and timelines can be found in the attachment at the end of this RFP.**

Task 1: Project Planning:

Task/Activity Description

The City of Peoria will issue a contract to its consultant to develop construction plans as outlined within the DCEO Shovel Ready Grant Agreement and development bid specifications for contractor solicitation, and conduct contractor solicitation according to grant requirements. This work must be performed in coordination with the consultant already selected for the US EPA Clean Up Grant at this location. This task will be funded from Design/Engineering budget provided in the Shovel Ready Grant Agreement.

Anticipated Schedule: The DCEO Rebuild Shovel Ready Grant runs through July 31st, 2023 and will run concurrently with the US EPA Clean Up Grant

Task 2: Site Work Management

Task/Activity Description

The selected consultant will oversee all construction work performed at the site including but not limited to demolition, rehabilitation of existing structure, storm water utility work, and any additional site improvements identified by the City of Peoria. Please refer to the DCEO Rebuild Shovel Ready Grant attachment for the specific scope of work for this task. This task will be funded partially from the Design/Engineering Budget line item and the Construction budget line item

Anticipated Schedule: Work at this site will occur throughout the course of the program agreement, running through July 31st, 2023.

Task 3: DCEO Rebuild Shovel Ready Grant related duties

Task/Activity Description

The Consultant is expected to fulfill all grant required duties including grant reimbursement reporting, prevailing wage documentation, MBE participation requirements, and other requirements outlined on page 16 of this RFP and in the grant agreement. The consultant

will also be responsible for responding to oversight questions from federal, state and local officials. Other duties may be required for a successful program but have not been anticipated in this call for services. This task will be funded from additional local funds above the \$950,000 in state funds.

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III. PROPOSAL CONTENT REQUIRED INFORMATION

a) Proposal Presentation

All responses to this RFP must be made in accordance with the specifications as set forth herein. Failure to adhere to any specification contained herein, may be cause to reject your response.

b) Ability to Perform

As part of your response, you must present satisfactory evidence indicating your ability to meet the scope of work as detailed in this RFP. To this end, your RFP response must include the following information:

1. The name, address and telephone number of your company.
2. If appropriate, the names, business address and telephone number of your company's officers, directors and associates and the names and addresses of any parent or subsidiary of your company. Your information should describe the nature of the work and the line of authority of these individuals and/or companies as they relate to this project.
3. Names and qualifications of outside consultants and associates that will be employed to assist on this project.
4. Your current and past experience as it relates to construction grants and projects that include the coordination with ongoing brownfield cleanup projects. Please provide examples of your work and experience. Identify the individuals assigned to the project team, what specific role each will take in completing the work, and their ability in completing each of the above noted tasks. Please also include specific examples of work completed within the City of Peoria.
5. A minimum of three related business references, including names, addresses and phone numbers plus a description of the type of brownfield work you performed for them.
6. A detailed work plan describing your approach to managing and coordinating this project. The description should, at a minimum, include all tasks listed in the scope of work and a tentative schedule. In addition, you should include any steps/tasks not included in the "scope of work" that you think would materially affect the quality of the project.

7. To the greatest extent possible, please provide a written summary identifying the types of information, data and assistance expected from the City in order to complete this project.
8. To enable the City of Peoria to evaluate any potential conflict of interest, provide a list of all consultant companies with which you have a contractual or financial relationship
9. Cost of services - Please provide a separate cost for each Task
 - a. Task 1: Project Planning
 - b. Task 2: Site Work Management
 - c. Task 3: Other DCEO Rebuild: Shovel Ready Grant Related Duties

c) Supplemental Material

You may provide any material not specifically required as supplemental information. Additional material may include the following:

1. Additional reports and/or descriptions of similar projects you have completed.
2. Promotional material describing your firm and its services.
3. Additional references.

IV. SELECTION PROCESS AND EVALUATION CRITERIA

a) Evaluation Criteria

The City will act as the sole judge of all proposals. Final selection of the consultant will be made based upon the following criteria:

1. Specific professional experience of key personnel and company related to construction management and coordination at brownfield sites.
2. Experience performing work with the City of Peoria
3. Knowledge of project requirements for all three aspects of the RFP
4. Demonstrating extensive knowledge of Grant Management.
5. Satisfaction of previous and current clients related grant management.
6. Cost for services.
7. MBE/WBE consultant.

The following matrix will be used to evaluate each response on a scale of 1 to 10:

CRITERIA	RATING	X	WEIGHT	=	TOTAL
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	(1 to 10)				
Key Personnel and Roles		X	3	=	
Firm Resources / Consultants		X	5	=	
Related Projects of Firm		X	3	=	
Related Projects of Key Personnel		X	3	=	
Experience with City of Peoria		X	7	=	
Grasp of Project Requirements		X	7	=	
Project Management		X	5	=	
References		X	1	=	
Cost of Service		X	3	=	
MBE/WBE Consultant		X	3	=	

The selection process will involve representatives of City Staff/ Administration, who will review each RFP and provide their recommendation to the City Council for its consideration. Final authorization to enter into a contract can only be made by the Council; and until that occurs, there are no commitments by the City.

The City reserves the right to reject any proposal, make counterproposals, and/or engage in negotiation with any or all firms making a proposal in order to obtain the required services at an acceptable cost to the City. The City also reserves the right to cancel or amend the RFP at any time. Any changes in the status of the RFP will be brought to the attention of all known parties. The final selection will be a qualification-based selection.

V. EQUAL EMPLOYMENT CERTIFICATION (EEO)

Any entity providing a good or service to the City of Peoria must obtain an EEO Certification number issued by the City of Peoria. All qualified consultants will be required to obtain this number prior to any contract awards. To apply, please contact the City of Peoria, Equal Employment Opportunity Office at 419 Fulton St., Room 108, Peoria, IL 61602, (309) 494-8585. You can also visit the following website for more information:

http://www.peoriagov.org/content/uploads/2012/10/Emplouer-Report-CC-1-Rev-July2019_1563307843_add.pdf.

VI. SUBMISSION REQUIREMENTS AND DEADLINE

Please submit one (1) clearly marked original to the following address:

The City of Peoria
Division of Purchasing
419 Fulton Street, Room 108
Peoria, IL 61602

Please submit one (1) electronic PDF copy to the following email address:

jdanyus@peoriagov.org

All proposals submitted in response to this solicitation must be received by 2:00 p.m. (Central Time), **Thursday September 23**, by mail or hand-delivery. Faxed transmissions will not be accepted. The City of Peoria will not consider any responses received after the date and time indicated above. All submissions become the property of the City of Peoria and will not be returned.

X. General Conditions

The City of Peoria reserves the right to reject any or all applications and to waive any informalities in the proposal process. The City of Peoria reserves the right to award more or less than the anticipated funding available.

The City of Peoria reserves the right to make an award based solely on the proposals or to negotiate further with one or more applicant. The applicant(s) selected for the award will be chosen based on the greatest benefit to the City of Peoria, not the lowest price. Past performances with the City of Peoria will also attribute to the validity of the applicant's application. The City's decision is final; there is no appeal process.

The City of Peoria reserves the right to terminate the contract for unsatisfactory performance or such other justifiable causes. In the event the applicant is performing unsatisfactorily, a thirty-day (30) prior written notice shall be given to rectify any outstanding issues concerning the contract, with the option of termination for causes such as loss or reduction in availability of funding.

The applicant shall provide access to any books, documents, papers, and records directly pertinent to contract services for the purpose of making audit examination, excerpts, and transcriptions at no charge. Such access shall be made to the following organizations: The City of Peoria, U.S. Environmental Protection Agency officials, Comptroller General of the United States, Illinois Environmental Protection Agency officials, DCEO staff or any of their duly authorized representatives.

The applicant shall retain all required records for four (4) years following the date of expiration and all other pending matters are closed and shall provide access to the City at no charge during that period.

The applicant shall protect, defend, indemnify, and save harmless the City of Peoria against any and/or all claims that may result or arise from performance of this contract.

In accordance with federal regulations, the City of Peoria requires a drug-free workplace. The applicant shall require all employees to sign copies of the notice to honor and abide by the requirements of the Drug Free Workplace Act. Signed copies must be maintained for every employee.

All construction work shall be performed in compliance with standards and regulations adopted by the City of Peoria and in compliance with Environmental Protection Agency's grant regulations and other related requirements. These include the national Environmental Protection Act, Davis-Bacon Prevailing Wage, Section 3 regulations, the Illinois Prevailing Wage Act, the Business Enterprise Program, the "Preference Act," National Emission Standards for Hazardous Air Pollutants (NESHAP) of the U.S. Clean Air Act, and the Illinois Works Apprenticeship Initiative.

If selected, other requirements of the City of Peoria will be outlined in the service agreement including, but not limited to requirements for the general liability and bodily injury insurance, automobile insurance, workers compensation insurance, conformance with all applicable laws, and other legal requirements as outlined by the City.

CITY OF PEORIA REQUEST FOR PROPOSALS

The executing of this form certifies understanding and compliance with the total proposal package.

PROPOSAL SUBMITTED BY:

Company

Peoria EEO Certificate of Compliance Number

Employer Identification # (EIN)

Address

City	State	Zip	Daytime Telephone #
-------------	--------------	------------	----------------------------

After Hour Telephone #

Contact Person (Please print or type)

Name of Authorized Agent or Officer

Title

E-Mail

Signature of Authorized Agent or Officer

Date

PLEASE MARK ENVELOPE: RFP # 13-21 CITY OF PEORIA REBUILD CONSULTANT

Attachment #1

A project summary, site map, and program agreement can be found at the link below:

[Attachment-1-for-Rebuild-RFP_1631040166_add.pdf \(peoriagov.org\)](#)

PROJECT SUMMARY

The Shovel Ready Sites Grant will be critical in facilitating the transformation of the 5.4-Acre Former Tabor Brownfields Site (the Site) to a vibrant and modern facility that will provide high-quality industrial jobs to the surrounding area and generate new tax base to the City. The Site is located at 3540-3600 Southwest (SW) Adams Street and South Lydia Street within the *Southern Gateway Area*.

To spur revitalization to help reverse negative socioeconomic trends, Peoria has undertaken several planning efforts including a Comprehensive Plan, entitled *GROW PEORIA* which includes the Site and Southern Gateway Area. The Former Tabor Brownfields Site is targeted for future industrial use which aligns with key "Critical Success Factors" identified in the *GROW PEORIA* Plan, including reinvestment in the City's neighborhoods, supporting sustainability, business and job growth, while keeping taxes and fees competitive by increasing the tax base. This reuse is amplified by access to an active railroad right-of-way adjoining the southern property boundary and access to SW Adams Street, a major transportation corridor to the interstate. The Site is also within several blocks of boat and barge access on the Illinois River. Existing utilities are available at and immediately adjacent to the Site. A local and regional labor force is readily available and in need of living-wage jobs.

The Site is City-owned with an established footprint and was formerly used as a junkyard/salvage yard, railroad storage yard, compressor company, bulk oil and gasoline filling station, TV sales, real estate office and used car sales dating to the early 1900's. Acquisition/assemblage of the Site and preparation for redevelopment has been an ambitious City goal since 2010. The City acquired the five parcels comprising the Site in 2013 and 2015. With the Illinois Environmental Protection Agency (IEPA) and United States Environmental Protection Agency's (USEPA) assistance and oversight, the City performed subsurface site investigations, removed and properly disposed of thousands of tires and demolished the associated Quonset storage hut. The City also removed all remaining/discarded scrap/junk from historical industrial operations from the Site. A 10,000 square foot (sq. ft.) building, in relatively good condition and a dilapidated 1,500 sq. ft. retail building remain at the Site. Approximately 11,000 sq. ft. of former building slabs and pavement are also present. Contaminated fill is present across the Site and will require management and capping as part of redevelopment. The Site is fenced to restrict access to prevent dumping and has remained vacant since acquisition by the City. City police officers routinely patrol the area due to the restricted access.

The City has had several interested parties who have indicated that additional site preparation is needed in order to attract and facilitate redevelopment of the City-owned property. The proposed project activities are described below and will be financed with the Shovel Ready Sites Grant leveraged with a \$500,000 USEPA Brownfields Cleanup Grant awarded to the City in 2020. The USEPA grant will be utilized for all remediation components of the project.

The City of Peoria will issue a request for proposals to redevelop the Site for industrial use during the fall of 2020. The RFP scoring criteria will favor sustainable energy practices and green infrastructure. Concurrent with this effort, site assessment activities will be completed including asbestos, lead-based paint and restricted waste surveys of the two remaining buildings. Abatement will also be performed using USEPA funds. Upon selection of a developer and further definition of the redevelopment plan for the property, the 1,500 sq. ft. building and additional 11,000 sq. ft. of concrete slabs and pavement will be demolished. The 10,000 sq. ft. building will be rehabilitated for adaptive reuse. This will include replacement of the roof which is collapsing and leaking as well as reestablishment of electrical service and the HVAC system.

The City will also design and construct stormwater enhancements to include an approximate 20,000 sq. ft. treatment pond and outfall structure. A site grading plan will be developed and include placement of a clean cover system/cap consisting of buildings, pavement and 18 inches of clean soil in greenspace areas. Soil that cannot be reused on site will be disposed of at a licensed landfill facility using USEPA funds. The results of the remedial activities performed as part of redevelopment will be documented in a Remedial Action Completion Report and submitted to the IEPA.

Supplemental assessment will also be completed as required by the IEPA. Although the investigation is considered substantially complete, further evaluation of physical and chemical hydrogeology is required to confirm the potentiometric surface of groundwater and further evaluate the magnitude/extent and source of metals in groundwater. Groundwater samples will also be collected following redevelopment to evaluate if consumption of groundwater currently poses a risk to offsite receptors or if continued infiltration may also pose a risk to offsite receptors. A groundwater ordinance will serve as an institutional control for the consumption of groundwater offsite, if warranted. The expected project duration of the project is one year (September 1, 2020 through August 31, 2021).

In addition to aligning with local planning efforts and State and USEPA investments, the project tracks well with Governor Pritzker's Five-Year Economic Plan. The Governor's Plan places import on revitalizing downstate communities. Additionally, redevelopment for industrial use aligns with anticipated manufacturing or transportation/logistics use. Over 30% of residents in the City are minorities (Black/African American 26% and Hispanics 5.8%) with a 21.7% poverty rate. Redevelopment will provide prevailing wage jobs under state and Davis Bacon programs to the area and help address brain drain, in the process making Peoria a more vibrant place to live, grow, and work.

In implementing the project, the City's Community Development Department will serve as a lead, contracting out work as needed to local agencies. In releasing notice of available contracts, the City of Peoria will provide due notice to local firms owned and operated by minorities and women, with a clause that a minimum of 10% of contracts be fulfilled by minorities. The City understands that investing in minority-owned businesses is crucial in realizing an equitable Peoria and will take due care to realize that appropriate consideration is given in this regard.

As the City has projected a \$50 million deficit due to COVID-19, funds from the Shovel Ready Sites Grant will be crucial in the City's long-term recovery and revitalization.



Existing 1,500 Square Foot Building to be demolished.

Existing 10,000 Square Foot Building to be Rehabilitated.

Probable Location of Stormwater Pond and Outfall Structure



- Legend**
- Project Boundary (Entire Site to be Graded and Cover/Cap System Installed*)
 - Existing 11,000 Square Feet of Former Building Slabs and Pavement to be Removed
 - Railroad



C. of Peoria, Peoria Co., IL
 Client/Project: City of Peoria
 Former Tabor Site
 3540-3600 Southwest Adams St and South Lydia St.
 Figure No. 1

Project Location Map

- Notes**
1. Coordinate System: NAD 1983 StatePlane Illinois West FIPS 1202 Feet
 2. Data Sources: Stantec, Peoria, NADS
 3. Background: Peoria 2015

V:\11816\Active\118162186003_sata\gis_cad\gis\mxd\tabor_Property\big_L_project_location_1182022816.mxd



**Illinois
Department of Commerce
& Economic Opportunity**

J.B. Pritzker, Governor

August 31, 2021

Rita Ali
Mayor
City of Peoria
419 Fulton Street
Room 300
Peoria, IL 61602-1217

Dear Hon. Ali,

The Department of Commerce and Economic Opportunity (the Department) would like to welcome you to our community of grantees and congratulate you on your grant award (21-912009).

The Department administers a wide range of economic and workforce development programs, services and initiatives designed to create and retain high quality jobs and build strong communities. The Department leads the Illinois economic development process in partnership with businesses, local governments, workers and families.

We are committed to helping you achieve the goals and objectives agreed to and stated in your grant agreement. To assure your success and to provide accountability for the funds entrusted to the Department, we will provide oversight of grant related deliverables and expenditures. We will make every effort to provide you with the information and assistance you need to meet your goals and to maintain compliance with your grant responsibilities.

It is our hope that you will contact us when you have questions or concerns about complying with the requirements or terms and conditions of the grant agreement. To facilitate ongoing communication and to provide you with an efficient means to submit your reports, grantees are encouraged to use email to submit your reports, documentation and other correspondence.

Once again, we congratulate you on your grant award and look forward to working with your organization.

Sincerely,

A handwritten signature in cursive script that reads "Sylvia I. Garcia".

Sylvia I. Garcia
Acting Director

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
 THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
 AND
 City of Peoria

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and City of Peoria (Grantee), with its principal office at 419 Fulton Street Room 300, Peoria, IL 61602-1217, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
 RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
 AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 071435150 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 376001761 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed \$950,000.00 of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program

Agreement No 21-912009

Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 420-75-2380. The State Award Identification Number is 2380-27191.

1.4. Term. This Agreement shall be effective on 08/01/2021 and shall expire on 07/31/2023, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

CITY OF PEORIA

By: Sylvia I. Garcia
Signature of Sylvia I. Garcia, Acting Director

By: Brian R. Chumley
Brian R. Chumley
Fiscal Operations Manager

By: Rita Ali
Signature of Authorized Representative

Date: 8/25/2021

By: _____
Signature of Designee

Printed Name: Rita Ali

Date: 9/2/21

Printed Title: Mayor

Printed Name: _____

Email: ralli@peoriagov.org

Printed Title: _____

Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UFI, if applicable; and (v) have successfully completed the annual registration and requalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Assistance Listings" has the same meaning as in 2 CFR 200.1.

"Assistance Listing Number" has the same meaning as in 2 CFR 200.1.

"Assistance Listing Program Title" has the same meaning as in 2 CFR 200.1.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget Period" has the same meaning as in 2 CFR 200.1.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Consolidated Year End Financial Report" or "CYEFR" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization.

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"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"Generally Accepted Accounting Principles" or "GAAP" has the same meaning as in 2 CFR 200.1.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Improper Payment" has the same meaning as in 2 CFR 200.1.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 2 CFR 200.1.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 2 CFR 200.1.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

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"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" means the unique Identifier assigned to the Grantee or to subrecipients by SAM.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation: Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be

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deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide

State of Illinois

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the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

6.4. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart F and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

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(i) Waived and de minimis indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

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(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE or Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 II. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug free workplace as set forth in 41 USC 8107.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX

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CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. **Federal Form LLL.** If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set

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forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(1) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

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**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports

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must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost; and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 703/65(c); 44 Ill. Admin. Code 7000.90.

15.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. **Audit Requirements.**

(a) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

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(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS)

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.34C(a)(4).

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(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) if Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;

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and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement: 2 CFR 200.340(d).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the

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Grantee's ability to perform under this Agreement

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

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**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.315 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1. Maintenance of insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

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26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

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26.13 **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 **Continuing Responsibilities.** The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A**PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to Illinois Public Act 101-0029.

The purpose of this authority is as follows:

Illinois Public Act 101-0029 (HBO62) commonly known as the 2019 Capital Bill.

PROJECT DESCRIPTION:

City of Peoria will receive \$950,000 in Rebuild Illinois Shovel Ready grant funds to facilitate the transformation of the 5.4-acre Former Tabor Brownfield site to a vibrant and modern facility. Specifically, grant funds will be used to cover bondable costs associated with Design/Engineering and Construction costs. The project area is defined as 3540-3600 Southwest Adams Street and South Lydia Street, within the corporate limits of the City of Peoria in Peoria County, Illinois.

- This project is subject to the Illinois Prevailing Wage Act (820 ILCS 130/). This Act requires the payment of Illinois prevailing wages to all laborers, workers, and mechanics performing work on grant-funded projects, and subsequent reporting for compliance. <https://www2.illinois.gov/idcl/>
- This project is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.). This Act requires the employment of Illinois laborers on grant-funded projects.
- This project is subject to the Illinois Works Jobs Program Act (30 ILCS 559/20). This Act requires apprenticeship participation on grant-funded projects.
- This project is subject to the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 et seq.).

This Act requires the submission of a Utilization Plan for the hiring of W/MBE Contractors for this grant-funded project.

This project carries a BEP Participation goal of 21%.

Minority Business Enterprise (MBE) Goal: 16%

Women-Owned Business Enterprise (WBE) Goal: 5%

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EXHIBIT B

DELIVERABLES OR MILESTONES

Shovel Ready Sites

This project supports the Governor's Five-Year Economic Development Plan by investing in the redevelopment of an underutilized site for future economic growth.

This project is a brownfield redevelopment project.

Other Funding will be contributed toward the completion of construction activities as follows:

Source	Amount
USEPA Brownfields Cleanup Grant	\$500,000.00
City of Peoria	\$100,000.00

PROJECT ACTIVITIES (BY BUDGET/COST CATEGORY)

Cost Category	Activity	Rebuild Illinois	Other	Total
1201	DESIGN/ENGINEERING	\$120,000	\$21,000.00	\$141,000.00
1202	BUILDING/LAND PURCHASE			
1203	EQUIPMENT/MATERIAL/LABOR			
1204	EQUIPMENT			
1205	WIRING/ELECTRICAL			
1206	MECHANICAL SYSTEMS			
1207	PAVING/CONCRETE/MASONRY			
1208	PLUMBING			
1209	CONSTRN MGMT & OVERSIGHT			
1210	CONSTRUCTION	\$830,000	\$579,000	\$1,409,000
1211	OTHER CONSTRUCTION EXP			
1212	EXCAVATION/SITE PREP/DCOM			
1213	SITE WORK			
1214	DEMOLITION & REMOVAL			
1215	CONTINGENCY			
	TOTALS:	\$950,000	\$600,000	\$1,550,000

All funds must be used in accordance with Bondability Guidelines.

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EXHIBIT C

PAYMENT

Grantee shall receive \$950,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name: Ty Elmon
 Title: Grant Manager
 Address: 500 E Monroe St
 Springfield, IL 62701
 Phone: 217-555-5555
 TTY#: (800) 785-6055
 Fax#: N/A
 Email Address: Ty.K.Elmon@Illinois.gov

GRANTEE CONTACT


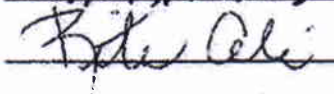
Name: Ben Krokum
 Title: Grants Coordinator
 Address: 419 Fulton Street
 Room 300
 Peoria, IL 61602-1217
 Phone: 309-370-4775
 TTY#: N/A
 Fax#: N/A
 Email Address: bkrokum@peoriagov.org
 Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: Ben Krokum
 Authorized Designee Title: Grants Coordinator
 Authorized Designee Phone: 309-370-4775
 Authorized Designee Email: bkrokum@peoriagov.org

Authorized Designee Signature: 
 Authorized Signatory Approval: 

Authorized Designee: Kathy Murphy
 Authorized Designee Title: Grants Manager
 Authorized Designee Phone: 309-370-4775
 Authorized Designee Email: kmurphy@peoriagov.org

Authorized Designee Signature: 
 Authorized Signatory Approval: 

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Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

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EXHIBIT E

PERFORMANCE MEASURES

Complete site preparation for investment and redevelopment of the 5.4 -acre former Tabor Brownfield Site within Peoria County, Illinois.

This project will create 20 jobs.

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EXHIBIT F**PERFORMANCE STANDARDS**

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term. Requests for Modifications must be presented to the Department prior to any changes being made to the project area, beneficiaries, cost estimates, or funded activities.

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EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

FISCAL AND ADMINISTRATIVE

GATA Conditions
None

MERIT-BASED REVIEW

Completed.

PROGRAMMATIC

This grant is subject to monitoring.

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PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

**ARTICLE XXVII
AUTHORIZED SIGNATORY**

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS**

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

**ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS**

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS**

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30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.7 of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in PART THREE. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.3 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.3 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

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(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XVI herein and any applicable rules.

ARTICLE XXXIII

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

**ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS**

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

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sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2) year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV

ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI

ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

36.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Exhibit C of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;

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- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (i.e., closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

**ARTICLE XXXVII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political

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subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees

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that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS**

38.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee shall provide Workers' Compensation Insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. **Compliance With Applicable Law.** The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal

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complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

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PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

**ARTICLE XI
REPORT DELIVERABLE SCHEDULE**

40.1. External Audit Reports. External Audit Reports may be required. Refer to **ARTICLE XV** of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award:

November 2021

- Quarterly Illinois Works Apprenticeship Report (11/01/2021) - Covering Period of 08/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Financial Report (11/01/2021) - Covering Period of 08/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2021) - Covering Period of 08/01/2021 - 09/30/2021; Send To: Grant Manager

January 2022

- Quarterly Illinois Works Apprenticeship Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager
- Quarterly Periodic Financial Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

May 2022

- Quarterly Illinois Works Apprenticeship Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager
- Quarterly Periodic Financial Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

August 2022

- Quarterly Illinois Works Apprenticeship Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager
- Quarterly Periodic Financial Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager

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- Quarterly Periodic Performance Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager

October 2022

- Quarterly Illinois Works Apprenticeship Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager
- Quarterly Periodic Financial Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager

January 2023

- Quarterly Illinois Works Apprenticeship Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager
- Quarterly Periodic Financial Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager

May 2023

- Quarterly Illinois Works Apprenticeship Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager
- Quarterly Periodic Financial Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager

July 2023

- Quarterly Illinois Works Apprenticeship Report (07/31/2023) - Covering Period of 04/01/2023 - 06/30/2023; Send To: Grant Manager
- Quarterly Periodic Financial Report (07/31/2023) - Covering Period of 04/01/2023 - 06/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/31/2023) - Covering Period of 04/01/2023 - 06/30/2023; Send To: Grant Manager

August 2023

- Quarterly Illinois Works Apprenticeship Report (08/30/2023) - Covering Period of 07/01/2023 - 07/31/2023; Send To: Grant Manager
- Quarterly Periodic Financial Report (08/30/2023) - Covering Period of 07/01/2023 - 07/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (08/30/2023) - Covering Period of 07/01/2023 - 07/31/2023; Send To: Grant Manager

September 2023

- End of grant Apprenticeship Certification (09/14/2023) - Covering Period of 08/01/2021 - 07/31/2023; Send To: Grant Manager

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- End of grant Closeout Financial Report (09/14/2023) - Covering Period of 08/01/2021 - 07/31/2023; Send To: Grant Manager
- End of grant Closeout Performance Report (09/14/2023) - Covering Period of 08/01/2021 - 07/31/2023; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and ARTICLE XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS**

41.1. Program Objective. Provide funding for projects that entail substantial improvements to an underused site in order to make it "shovel ready" for future development and investment. When the project is complete, the site must be confirmed as available for sale and/or development, have appropriate zoning, boundary survey, clear title, environmental conditions, soil conditions, and infrastructure in place or engineer planned. Photographs of the site after project completion must be included with close-out reporting.

41.2. Funding. This Award is bond-funded. To be funded with the proceeds of a state bond issue, a project must be consistent, where applicable, with (1) Article VIII, Section 1 and Article IX, Section 9 of the 1970 Constitution of the State of Illinois; (2) the General Obligation Bond and Build Illinois Bond Acts, as now or hereafter amended; (3) other applicable substantive statutes; and (4) the appropriation authority, with review of requirements of federal tax law.

41.3. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200 311.

41.4. The Interagency Wetland Policy Act of 1989. In accordance with the Interagency Wetland Policy Act of 1989, if Grantee's project site is located on or within 250 feet of a wetland site listed on the National Wetlands Inventory, Grantee will be required to comply with the requirements of this Act. This includes: developing a plan to minimize adverse impacts on wetlands, or providing written evidence that the project will not have an adverse impact on a wetland. The project must also comply with Federal Wetlands Protection regulations at 24 CFR 58.5(b)(2) and Executive Order 11990, which may require preparation of an Eight-Step Wetlands Review.

41.5. The Illinois Endangered Species Protection Act and the Illinois Natural Area Preservation Act. These Acts require consultation with the Endangered Species Consultation Program of the Illinois Department of Natural Resources to assure compliance. The consultation process must be implemented to avoid or minimize adverse impacts to State-listed species and their essential habitats that may result from the actions of state and local units of government. Grantee must certify the completion of the consultation process.

41.6. Illinois Prevailing Wage Act. (820 ILCS 130/) This Act requires the payment of prevailing wages for all construction funded in whole or in part with State funds, including funds passed through to private firms. Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to, inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable

Agreement No 21-912009

to the project shall be paid to all laborers, workers, and mechanics performing work under the award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract. Grantee will be required to report on Prevailing Wage Act compliance. If the project involves construction and/or equipment installation, go to <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx> for more information.

41.7. Compliance with the Employment of Illinois Workers on Public Works Act: Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

41.8. Business Enterprise Program: For grant awards of \$250,000 or more, the Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.9. The National Emission Standards for Hazardous Air Pollutants (NESHAP) of the U.S. Clean Air Act: This Act assures that, when existing buildings are demolished and/or renovated, people outside of those buildings (i.e., passers-by or neighborhood residents) are protected from airborne asbestos. If asbestos materials are involved in the rehabilitation work, the applicant must contact the Field Operations Section, Bureau of Air of the Illinois Environmental Protection Agency to ensure compliance with Asbestos NESHAP.

41.10. Compliance with Illinois Works Jobs Program Act: Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

**ARTICLE XLII
BOND FUNDED GENERAL GRANT PROVISIONS**

Agreement No 21-912009

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.



September 23, 2021

The City of Peoria
 Division of Purchasing
 Room 108, City Hall
 419 Fulton Street, Room 108
 Peoria, IL 61602-1276

Stantec Consulting Inc.
 701 E 22nd Street
 Suite 115
 Lombard, IL 60148

EEO Certification:
 03238-220331

Subject: RFP #13-21- City of Peoria Rebuild Consultant

Dear Mr. Danyus and Review Committee,

At Stantec, we see brownfield sites as opportunities to transform these liabilities into assets that bring economic viability. This perspective, in conjunction with our deep bench of multi-disciplinary staff, is what drives our success. Stantec's ability to support the entire life cycle of a brownfield project, from grant preparation to assessment, cleanup and redevelopment will serve as a tremendous benefit to the City of Peoria (City). We realize you are in search of a skilled, collaborative partner to assist with the implementation of a \$950,000 Illinois Department of Commerce & Economic Opportunity (DCEO) Rebuild Illinois Competitive Shovel Ready Sites Grant to complete site preparation for investment and redevelopment of the 5.4-acre Tabor brownfield site located at 3540-3600 Southwest Adams Street and South Lydia Street (the Site). The consultant must also coordinate with the selected consultant for the United States Environmental Protection Agency (EPA) Fiscal Year 2020 Brownfields Cleanup Grant (\$500,000). Select activities will also be funded utilizing Eagle View redevelopment tax incremental finance (TIF) district funds.

How can the Stantec team help?

Stantec has significant experience providing brownfield services to the City, which includes the Tabor brownfield site. We are familiar with City procedures and expectations and wish to continue building our relationship to assist in transforming blighted properties. Stantec also has thorough knowledge of the Site and has completed a Comprehensive Site Investigation and Remediation Objectives evaluation for the Site as well as the current Analysis of Brownfield Cleanup Alternatives (ABCA). We are the selected consultant to assist the City in implementation of the EPA Fiscal Year 2020 Brownfields Cleanup Grant (\$500,000) for the Site. We also assisted the City in procuring the \$950,000 DCEO Rebuild Illinois Competitive Shovel Ready Sites Grant and provided the engineers estimate of probable costs. As such, Stantec will have the ability to seamlessly manage implementation of the overall project utilizing multiple funding sources.

Stantec brings a multi-disciplinary in-house team of experts to the project. Stantec brings engineers, environmental scientists, community planners and outreach specialists, health and safety experts, landscape architects and architects, construction managers, as well as historical/cultural preservation experts that can be integrated into the project as needed. We have robust project management (ISO-9001 - certified) and health/safety programs that guide everything we do. This helps to meet the grant programmatic requirements, client expectations, and protects the public health and safety.

Our proposed subconsultant Millennia Professional Services (Millennia) significantly strengthens our team for this project. Millennia is currently the Construction Program Manager overseeing construction projects for the City of Peoria. Millennia's local office is a 15 minute drive east of the Tabor brownfield site. As such, they have specific local expertise and experience. Millennia will primarily assist in site construction inspection services, but will also assist with survey, geotechnical evaluations, and other engineering services, as appropriate. As a local minority business enterprise (MBE), Millennia will also cost effectively assist in attaining MBE goals for the project.

When it comes to securing and implementing grants, we are the experts. Over the past decade, Stantec has assisted 100 communities across the US secure and/or implement over \$64 million in State and Federal Brownfield Grants. We realize that brownfield redevelopment often requires layering of funding from multiple federal/state/local sources. **Specific to the City of Peoria, Stantec has assisted the City to procure \$1,000,000 in State grants for the Tabor brownfield site as well as \$1,200,000 in EPA brownfields funding, \$500,000 of which is for the Tabor brownfield Site.** As demonstrated herein, we have managed numerous brownfield redevelopment projects requiring procurement and management of multiple funding sources and can assist with application for additional funding as necessary for this and other sites.

We look forward to continuing our relationship with the City and hope this submittal demonstrates our capabilities and desire to show our expertise on this important project. If you have questions, please don't hesitate to contact us.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Rick Binder, LPG
Principal

P: (262) 643-9010
E: rick.binder@stantec.com



Stu Gross, PG
Remediation Practice Leader

P: (262) 643-9159
E: stu.gross@stantec.com

City of Peoria Rebuild Consultant RFP #13-21

**PREPARED FOR:
City of Peoria**

**PREPARED BY:
Stantec Consulting Services Inc.**

SEPTEMBER 23, 2021




EXHIBIT 2

Proposal and Standard Rate Table


CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: City of Peoria	CSFA Description: Rebuild Illinois Show. Ready	NOFO # 2380-1364
CSFA #: 420-75-2380	DUNS # 71435150	Fiscal Year(s): 2020

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

City of Peoria _____
 Institution/Organization _____

 Signature _____

Jin Scroggins _____
 Name of Official _____
 Finance Director/Comptroller _____
 Title _____
 Chief Financial Officer (or equivalent) _____
 5-12-2021 _____
 Date of Execution _____

City of Peoria _____
 Institution/Organization _____

 Signature _____
 Rita Ali _____
 Name of Official _____
 Mayor _____
 Title _____
 Executive Director (or equivalent) _____
 5/17/2021 _____
 Date of Execution _____

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

NOFO Number: 0
Grant Number: 21-912009

Grantee: City of Peoria

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: _____
City of Peoria
Signature: Kyle P Cratty
Printed Name: Kyle Cratty
Title: Finance Director
Phone: 309-494-8514
Date: 8/26/2021

Institution/Organization: _____
City of Peoria
Signature: Rita Ali
Printed Name: Rita Ali
Title: Mayor
Phone: 309-494-8519
Date: 8/26/2021

Institution/Organization: _____
City of Peoria
Signature: _____
Printed Name: _____
Title: _____
Phone: _____
Date: _____

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

NOFO Number: 0
Grant Number: 21-912009

Grantee: City of Peoria

SECTION A - Continued - Indirect Cost Rate Information
If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:
a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:
1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.

4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 complies with other statutory policies.
Rate: %

5) No reimbursement of Indirect Cost is being requested. X

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)
Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base is:

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency: Illinois Department of Commerce and Economic Opportunity State FY: 2022
 Grantee: City of Peoria DUNS Number: 71435150
 NOFO Number: CSFA Number: Grant Number: 21-912009
 CSFA Description:

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested \$950,000.00

Budget Expenditure Categories

- 1. Personnel (200.430)
- 2. Fringe Benefits (200.431)
- 3. Travel (200.474)
- 4. Equipment (200.439)
- 5. Supplies (200.94)
- 6. Contractual/Subawards (200.318 and .92)
- 7. Consultant (200.459)
- 8. Construction

1201 DESIGN/ENGINEERING

1210 CONSTRUCTION

- 9. Occupancy (200.465)
- 10. Research and Development (200.87)
- 11. Telecommunications
- 12. Training and Education (200.472)
- 13. Direct Administrative Costs (200.413)
- 14. Miscellaneous Costs

15. Grant Exclusive Line Item(s)

16. Total Direct Costs (add lines 1-15)

17. Total Indirect Costs (200.414)

Rate: %

Base:

18. Total Costs State Grant Funds (Lines 16 and 17)

	Summary	Detail
State of Illinois Grant Amount Requested	\$950,000.00	
1201 DESIGN/ENGINEERING		\$120,000.00
1210 CONSTRUCTION		\$830,000.00
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$950,000.00	\$950,000.00
17. Total Indirect Costs (200.414)		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$950,000.00	\$950,000.00

Firm Background

Stantec

The Stantec community unites more than 22,000 employees working in over 350 locations across 4 continents. We collaborate across disciplines and industries to bring buildings, energy and resource, and infrastructure projects to life. Our work—professional consulting in environmental sciences, planning, engineering, architecture, interior design, landscape architecture, surveying, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Your core Stantec team, made up of our top State and federal grant professionals, is based in our Midwest offices. This team of experienced specialists consists of project managers, grant managers, community engagement specialists, health and safety professionals, site planners, geologists, and environmental professionals who work as an integrated team to overcome design challenges with creative problem solving. Not only are we pleased to be working with you today, we are also looking forward to building relationships that span multiple projects and last lifetimes. Our presence and experience means you get:

- A trusted technical advisor that serves as an extension of your team
- Engaged professional staff who are local and responsive to your needs
- One-on-one meetings to discuss challenges and solutions specific to your project in your location
- Staff members you already know and trust because our solutions are already working for you

Located throughout the midwest, our team of brownfield specialists are ready to discuss the challenges and solutions specific to your location

Firm Leadership

As a Corporation with over 22,000 professionals, our operating structure is made up of multiple companies Stantec Consulting Services Inc. is the responder to this RFQ/RFP.

Please see the table on the following page for the most current listing of directors and officers of Stantec Consulting Services Inc.

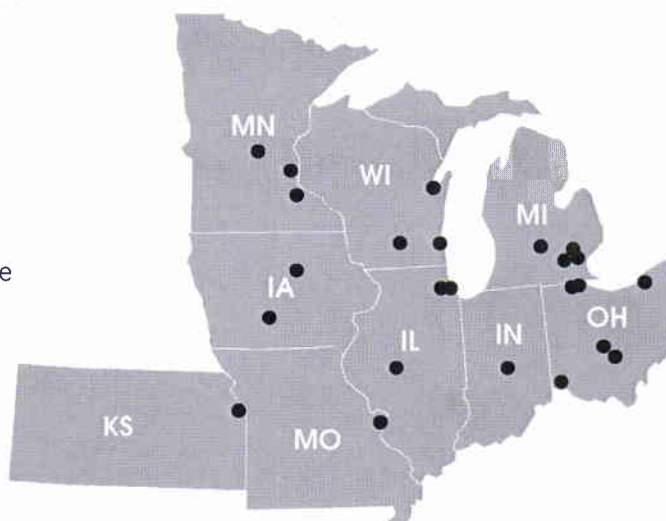
Stantec Consulting Services Inc. is 100% owned by Mustang Acquisition Holdings Inc.

Mustang Acquisition Holdings Inc. is 100% owned by Stantec Technology International Inc.

Stantec Technology International Inc. is 100% owned by Stantec Inc.

For a Stantec Inc. US Operating Corporate Entity Structure see the proposal Additional Required Material.

For information about Stantec's Corporate Governance, see the Corporate Governance page on stantec.com.



STANTEC CONSULTING SERVICES INC. DIRECTORS & OFFICERS

NAME	OFFICE (POSITION HELD)	BUSINESS ADDRESS	PHONE
DIRECTORS			
Stuart E. Lerner	Executive Vice President & COO	475 Fifth Avenue, 12th Floor, New York NY 10017-7239	(646) 490-3873
Jeffrey P. Stone	Senior Counsel & Assistant Secretary	61 Commercial Street, Suite 100, Rochester NY 14614-1009	(585) 475-1440
OFFICERS			
Gord Johnston	President	200, 325 – 25 Street SE, Calgary AB T2A 7H8	(780) 917-7077
Stuart E. Lerner	Executive Vice President & COO North America	475 Fifth Avenue, 12th Floor, New York NY 10017-7239	(646) 490-3873
Catherine Schefer	Executive Vice President & COO Global	Bajaj Brandview 5th Floor 38 Wakdevadi Shilvalji Nagar	+91 20 6641 9000
Valentino DiManno	Executive Vice President & CBO	200, 325 - 25th Street SE, Calgary AB T2A 7H8	(403) 716-8202
Marshall W. Davert, Jr.	Executive Vice President & CIO	370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012	(720) 887-4444
Steve M. Fleck	Executive Vice President & CPPO	1100; 111 Dunsmuir Street, Vancouver BC V6B 6A3	(604) 696-8445
Emree Staroff	Senior Vice President & CHRO	401 Wellington Street, Suite 100, Toronto ON M5V 1E7	(416) 542-5944
Leonard Castro	Executive Vice President	200, 325 - 25th Street SE, Calgary AB T2A 7H8	(480) 687-6100
Mario Finis	Executive Vice President	370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012	(303) 410-4155
Mike A. Kennedy	Executive Vice President	6900 Professional Parkway East, Sarasota FL 34240-8414	(941) 907-6900 x225
Robert Seager	Senior Vice President	600, 805 – 8 th Avenue SW, Calgary AB T2P 1H7	(403) 750-7654
John Take	Executive Vice President	5151 E Broadway Boulevard Suite 400, Tucson, AZ 85711-3712	(520) 545-7450
Susan Walter	Executive Vice President	475 Fifth Avenue, 12th Floor, New York, NY 10017-7239	(212) 366-5615
Russ Wlad	Executive Vice President	1100, 4900 – 50 Street, Red Deer AB T4N 1X7	(403) 716-8178
Brian Larson	Senior Vice President & CEO - Engineering	111 Grant Ave, Suite 201, Endicott NY 13760	(607) 321-6101
Chris McDonald	Senior Vice President & CIO	400-10220 103 Avenue NW, Edmonton AB T5J 0K4	(780) 917-7452
Paul J.D. Alpern	Senior Vice President	400-10220 103 Avenue NW, Edmonton AB T5J 0K4	(780) 917-7022
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Paul J. DeKeyser	Senior Vice President	11320 Random Hills Road, Suite 240, Fairfax VA 22030-7478	(571) 298-8248
Joseph Geller	Senior Vice President	226 Causeway Street, 6th Floor, Boston, MA 02114-2155	(617) 654-6054
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Eric Overton	Senior Vice President	400 Fairview Avenue, North, Suite 620, Seattle, WA 98109-5371	(206) 667-0545
Dean Palumbo	Senior Vice President	38 Technology Drive, Suite 100, Irvine CA 92618-5312	(949) 923-6020
Philip R. Perciavalle	Senior Vice President	38 Technology Drive, Suite 100, Irvine CA 92618-5312	(949) 328-2407
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Chander K. Sehgal	Senior Vice President	350 North Orleans Street, Suite 1301, Chicago IL 60654-1983	(312) 831-3184
Constantino Senon	Senior Vice President	2353 130th Avenue NE Suite 200, Bellevue WA 98005-1759	(425) 896-6991
Robert A. Simm	Senior Vice President	8211 South 48th Street, Phoenix AZ 85044	(480) 687-6245
David Smith	Senior Vice President	Temple Court, Birchwood, Warrington United Kingdom WA3 6GD	+44 1925 845251
Joseph Russell Snow	Senior Vice President	1560 Broadway Suite 1800, Denver, CO 80202-6000	(303) 382-4955
Donald J. Spiegel	Senior Vice President	3301 C Street, Suite 1900, Sacramento CA 95816-3394	(916) 924-8844
Scott Starfd	Senior Vice President	209 Commerce Parkway, Cottage Grove WI 53527	(608) 839-2010
Glenn S. Tarbox	Senior Vice President	2353 130 th Avenue NE Suite 200, Bellevue WA 98005-1759	(425) 896-6950
Matthew D. Travers	Senior Vice President	65 Network Drive 2nd Floor, Burlington, MA 01803-2767	(617) 314-7121
Jonathan R. Treen	Senior Vice President	2127 Ayrslay Town Boulevard, Suite 300, Charlotte, NC 28273-3555	(980) 297-7682
Arthur Umble	Senior Vice President	1560 Broadway, Suite 1800, Denver CO 80202-6000	(303) 291-2116
Mike Watson	Senior Vice President	3301 C Street, Suite 1900, Sacramento CA 95816-3394	(916) 418-8269
Christopher Williams	Senior Vice President	2000 South Colorado Blvd, Suite 2-300, Denver CO 80222	(303) 758-4058
Andrew C. Wilson	Senior Vice President	370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012	(303) 385-5610
Frank Aceto	Vice President	1060 Andrew Drive, Suite 140, West Chester PA 19380	(610) 840-2566
Becky Hachenburg	Vice President	229 Peachtree Street NE, Suite 1900, Atlanta, GA 30303-1629	(404) 348-2120

**STANTEC CONSULTING SERVICES INC.
DIRECTORS & OFFICERS**

NAME	OFFICE (POSITION HELD)	BUSINESS ADDRESS	PHONE
Michael Reagan	Vice President	3700 Park East Drive, Suite 200, Cleveland OH 44122	(216) 454-2151
Alfonso Rodriguez	Vice President	555 Capitol Mall, Suite 650, Sacramento CA 95814-4583	(916) 669-5902
Jeffrey P. Stone	Vice President	61 Commercial Street, Suite 100, Rochester NY 14614-1009	(585) 475-1440
Scott Buffari	Senior Principal	6900 Professional Parkway East, Sarasota FL 34240-8414	(941) 907-6900 x263
Robert R. Cunningham	Principal	6900 Professional Parkway East, Sarasota FL 34240-8414	(941) 907-6900 x262
Steve Shadix	Principal	11687 Lebanon Road, Cincinnati, OH 45241-2012	(513) 619-6470
Linda Brown	Senior Associate	3717 - 23 Street South, Saint Cloud MN 56301-5094	(320) 229-5535
Jason Schneider	Senior Associate	6800 College Boulevard, Suite 750, Overland Park, KS 66211-1855	(913) 202-6866
Kelly VanElders	Senior Associate	6800 College Boulevard, Suite 750, Overland Park, KS 66211-1855	(913) 905-3415
Jerome Means	Associate & CEO - Surveying	61 Commercial Street Suite 100 Rochester NY 14614-1009	(585) 413-5220
Geraldine V. Webb	Right of Way Officer	1011 Boulder Springs Drive, Suite 225, Richmond VA 23225-4951	(757) 609-3377
David Archer	Corporate Counsel	61 Commercial Street, Suite 100, Rochester NY 14614-1009	(585) 413-5216
Donald Blackwell	Corporate Counsel	370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012	(303) 410-4059
William A. Butler	Corporate Counsel	11130 NE 33rd Place, Suite 200, Bellevue WA 98004-1465	(425) 602-3530
Thomas Curran, Jr.	Corporate Counsel	61 Commercial Street, Suite 100, Rochester NY 14614-1009	(585) 413-5239
William J. Edwards	Corporate Counsel	5 Dartmouth Drive Suite 101, Auburn NH 03032-3984	(603) 669-8672
Cate Hite	Corporate Counsel	2890 East Cottonwood Parkway, Suite 300, Salt Lake City UT 84121-7283	(801) 617-3370
Katharine LaFrance	Corporate Counsel	400-10220 103 Avenue NW, Edmonton AB T5J 0K4	(780) 917-8550
Christy J. Leonard	Corporate Counsel	3437 Empresa Drive, Suite A, San Luis Obispo, CA 93401-7355	(805) 250-2866 x2866
Amy Oygen	Corporate Counsel	400-10220 103 Avenue NW, Edmonton AB T5J 0K4	(780) 917-8853
Marissa Johnson Prakash	Corporate Counsel	370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012	(720) 377-4249
Robert Ray	Corporate Counsel	400 Morgan Center, 101 East Diamond Street, Butler PA 16001	(469) 329-3690
Corey Sanchez	Corporate Counsel	370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012	(303) 533-1956
Matthew Storey	Corporate Counsel	400-10220 103 Avenue NW, Edmonton AB T5J 0K4	(780) 917-4897
Christopher O. Heisler	Secretary	400-10220 103 Avenue NW, Edmonton AB T5J 0K4	(780) 917-6970
Jeffrey P. Stone	Assistant Secretary	61 Commercial Street, Suite 100, Rochester NY 14614-1009	(585) 475-1440
Theresa Jang	Treasurer	400-10220 103 Avenue NW, Edmonton AB T5J 0K4	(780) 917-7007

Subconsultants

We work well with others

Strong relationships with partners mean we can build teams that draw on the talent and experience needed for any project. We subcontract with firms we know and trust and that have a proven record of superior past performance. As a growing company with over 350 locations, we have the capabilities and resources to deliver on your project; however, we take great pride in supporting our community partners. We focus on meeting Disadvantaged Business Enterprises (DBE) guidelines and have experience successfully developing and implementing subcontracting plans for contracts where DBE participation is required.



Stantec has selected Millennia Professional Services (Millennia), an approved local MBE with the City of Peoria to assist on site work elements of the project.

Millennia, located in Morton, Illinois, was founded in 2004 on the principle that exceptional quality engineering work is the result of experience, efficiency, intense dedication, and a diverse set of ideas.

Their mission is to enable our public and private sector clients to succeed at their goals by providing exceptional quality, unparalleled economic value, and consistent timely delivery; and by developing synergistic client relationships built on trust.

Disadvantaged Business Enterprises Utilization

Although we can perform most of the required services in-house, Stantec is committed to assist the City in exceeding the Grant's goals for use of DBEs outlined in the Inter-Governmental Grant Agreement No. 21-912009. Stantec is experienced in adhering to the Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) requirements. We will also assist the City in fulfilling its Illinois Works Apprenticeship Initiative goals for the overall project.

Millennia is currently the Construction Program Manager overseeing construction projects for the City of Peoria and will be providing the following services, as appropriate:

- **Civil and Site Engineering:**
 - Conceptual site plan layouts
 - Commercial developments
 - Industrial developments
- **Construction Engineering:**
 - Construction project management & inspection
 - Materials coordination and testing
 - Project documentation and certification
 - NPDES erosion control inspection
- **Geotechnical Engineering:**
 - Planning subsurface exploration programs
 - Geotechnical laboratory testing
- Design studies for deep and shallow foundation systems
- Geotechnical consultation for general site development
- **Surveying and Mapping**
 - Property topographic surveys
 - Construction layout
 - GIS mapping
- **Water Resources Engineering**
 - Stormwater management and planning
 - Detention analysis and design

Millennia's experience can be found in Appendix C.

Additional quality subconsultants will be utilized as necessary with prior City approval.

Current and Past Experience

Stantec has significant experience providing grant-funded engineering and construction inspection services in coordination with environmental cleanup on brownfield redevelopment projects.

National Brownfields and Community Revitalization Program

At Stantec, we see brownfields differently - transforming them from liabilities into assets that bring economic viability and enhance the quality of life in communities where we live, work, and play. This perspective, in conjunction with our deep bench of multi-disciplinary staff, is what drives our success. The Stantec team provides nationally recognized EPA Brownfield Grant expertise combined with local understanding and experience to ensure you will receive maximum benefit from this project.

With 30 brownfield specialists, our National Brownfields and Community Revitalization Program builds sustainable brownfield redevelopment programs for communities of all shapes and sizes.

We assist communities in leveraging a wide variety of brownfield grants and technical expertise to build strong redevelopment programs and form public-private partnerships necessary to complete revitalization.

We know how to effectively leverage brownfield grant funding with other state and federal funding to develop and enhance municipal redevelopment programs. With our team's track record of successful grant projects, background in preparing the application funding this project, local experience and stakeholder connections,

we can provide the technical assistance needed to position the City for successful revitalization.

Illinois Experience

Stantec has been in Illinois for over 30 years. We started here, and have continued to grow by establishing long-term relationships with our clients based on trust and integrity, and by committing to making a difference in the communities we serve. We collaborate across disciplines and industries to bring buildings, energy and resource, and infrastructure projects to life. Our skilled professionals work together to deliver creative design solutions for our clients' toughest challenges. With offices in Chicago, Lombard, St. Louis, Mequon, Wisconsin, and staff in Springfield, we bring our expertise to our clients regardless of the location. Peoria, Illinois is part of our community, we know it well, and to serve it we draw on talent from around the globe to bring our clients' projects to completion. Our depth of expertise provides us with the agility to respond to client needs as they come up. We bring our knowledge, experience, and imagination to get the job done better, faster, and smarter. With our Illinois roots combined with our global expertise, we look at every challenge as an opportunity to bring communities together and make lasting connections with the people and places we serve.

Select project descriptions are provided in the following pages.

The Stantec Team is experienced in taking brownfields similar to the Tabor Site and turning them into economically viable spaces.





Tabor Site EPA Brownfield Cleanup, EPA Community-Wide Brownfield Assessment, and State Grant Procurement and Implementation City of Peoria, IL

Relevance to Peoria:

- Tabor Property
- Procurement and Implementation of 5 Grants
- Davis-Bacon prevailing wage
- Illinois State Grant experience
- DCOE Rebuild Illinois Competitive Shovel Ready Sites Grant



Stantec has been assisting the City of Peoria since 2013 to clean up the Tabor Property site and determine potential future uses to facilitate the safe and viable reuse with high redevelopment potential

In 2013, The City of Peoria chose Stantec to assist with responding to a Notice of Violation (NOV) from the IEPA regarding the tax delinquent Tabor Brownfield site. The initial scope of work included preparing a response to the NOV and providing coordination for a Phase II ESA being conducted by the IEPA at the site. With IEPA assistance and oversight, The City subsequently removed and properly disposed of thousands of tires and demolished the associated Quonset storage hut (shown above). The City also removed all remaining/discarded scrap/junk from historical industrial/commercial operations from the Site.

Stantec identified funding for the site through the Illinois Municipal Brownfield Redevelopment Grant Program (MBRGP) and assisted the City to secure a \$50,000 grant. In 2015, Stantec assisted the City in securing a \$400,000 EPA Community-Wide Assessment (CWA) grant. These grants were utilized in part, to complete site investigation activities and prepare a focused site investigation and remedial objectives report. Stantec also assisted the City in procuring a \$300,000 EPA CWA grant in 2019. The grant will be used, in part to complete any final investigation and monitoring that may be required by IEPA for the site and work plan preparation is in process.

Stantec also completed a remedial action plan/ analysis of brownfield cleanup alternatives (ABCA) for the property and assisted the City in securing a \$500,000 EPA Clean Up Grant for the Tabor brownfield site in 2020. Stantec was selected to assist in implementation of the grant.

We also assisted the City in procuring the \$950,000 DCEO Rebuild Illinois Competitive Shovel Ready Sites Grant and provided the engineers estimate of probable costs. The property is now ready for final remediation and site preparation for development.



Former Manufactured Gas Plant Site Revitalization Sterling, IL

Relevance to Peoria:

- Illinois SRP
- Federal/State Remediation Collaboration
- Construction Oversight and Cleanup
- Water Feature



Stantec developed site-specific, risk-based remediation objectives for the site, and used the mandatory excavation to turn the site into a water feature for the community.

To revitalize riverfront properties, Stantec supported the City of Sterling by providing an environmental remediation action plan for a former manufactured gas plant site along the Rock River. The Rock River corridor in Sterling, Illinois, is filled with aging, obsolete industrial sites. The City of Sterling developed a Downtown Riverfront Redevelopment Plan that addresses the issues and opportunities in revitalizing several parcels along the corridor. One of these sites was a former manufactured gas plant and industrial steel manufacturing company.

Under the Illinois Site Remediation Program (SRP), we characterized the area's environmental conditions. When we found compromised soils, we developed site-specific, risk-based remediation objectives and calculated site-wide averages for significant compounds. Stantec had to excavate, so we partnered with the city to get double-use out of the excavation. We turned the site into a water feature for the greater brownfield redevelopment area, giving additional benefits to the community.

Remediation required National Pollutant Discharge Elimination System construction and United States Army Corps of Engineers permits to work in the Rock River floodplain. We consulted with the Illinois Department of Natural Resources regarding endangered species and the Illinois Historic Preservation Agency regarding historic resources. Additionally, we needed to excavate beneath an electrical transmission tower—so we're also designing a replacement tower. When this project is done, the City of Sterling and its residents will enjoy a rejuvenated waterfront, a new community feature, and the peace of mind that comes from great developments.



Coordinated Assessment and Construction/Demolition Design with On-site Contractor Management - Mirro Building Demolition Manitowoc, WI

Relevance to Peoria:

- Coordinated Assessment and Design with On-site Contractor Management
- On-site Contractor Management
- Simultaneous Management of Multiple Federal and State Grants During the Project



Stantec helped the City obtain funds and oversee demolition of several structures to set the stage for redevelopment of this contaminated manufacturing site in downtown Manitowoc

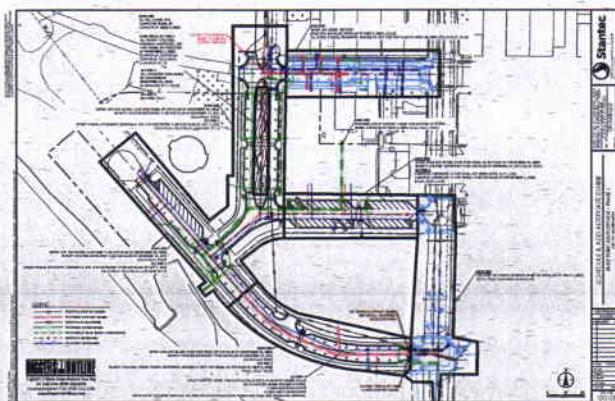
Once home to the world's largest manufacturer of aluminum products, the former Mirro complex in downtown Manitowoc, Wisconsin contained approximately 1,000,000 square feet of manufacturing space spanning across (17) contiguous multi-story buildings. Underlying the industrial complex was approximately 1.25 miles of utility tunnels.

Using Stantec's coordinated environmental assessment and construction/demolition design approach, the project team completed large pre-demolition lead-bearing paint, asbestos containing materials, and hazardous/restricted waste inspections in the aboveground structures and the utility tunnel network. The investigation identified 26,000 square feet of friable asbestos exterior coating/wrapping, 1,100 linear feet of pipe wrap, and a large quantity of various non-friable asbestos containing materials (e.g. 207 electrical panels/ motors/insulators; brick; glazing; tile; gaskets; transite panels/boards). The lead-bearing paint survey included XRF measurements at 1,770 locations, which confirmed the presence of lead-bearing paint throughout the entire structure.

Building seamlessly on the assessment work, the Stantec construction/demolition team worked with federal (e.g. EPA Region 5 TSCA) and state (e.g. WDNR) regulators to design and implement appropriate abatement plans to remove the affected building materials. Upon plan approval, Stantec developed bid specs and assisted the City in retaining the services of several contractors to perform the abatement and demolition work.

Stantec provided on-site coordination of multiple contractors through the duration of the project, which generated 313 tons of PCB-impacted material managed as a TSCA waste, 37,000 tons of commingled demolition debris, 24 tons of hazardous waste, and 3,400 tons of recyclable steel.

Unique to this project, Stantec provided simultaneous management of multiple federal (e.g. \$500k US EPA Brownfield RLF Subgrant and \$500k US EPA Brownfield Assessment) and State (\$500k WEDC Idle Sites) grants in combination with managing \$2.5MM in City-provided project funds.



Coordinated Environmental Assessment, Redevelopment Design, and Construction Oversight – River Point District Manitowoc, WI

Relevance to Peoria:

- Coordinated assessment and design
- Study to determine highest and best reuse of large brownfield property
- Development of construction plans and bid spec preparation
- Assisted City in competitively bidding construction work
- On-site oversight/coordination with rights of way contractors and remediation contractors
- Simultaneous management of multiple federal and state grants.
- US EPA Brownfield Cleanup Loan management

Initially developed as lumber/sash mills and transloading of coal in the mid-19th Century and redeveloped for railroad use in the late 19th Century, the 21-acre River Point District in Manitowoc represents the most significant catalytic redevelopment in the City in the past three decades.

Leveraging Stantec's coordinated environmental assessment and design/construction design approach, the project team assisted the City of Manitowoc in securing and implementing the necessary grant funds to complete the subsurface environmental assessment work over a three-year project period. This phase of the project included layering and simultaneous managing three state grants (totaling \$330K) and a US EPA brownfield assessment grant (\$150K).

Stantec's design team incorporated the major findings into the site reuse plan, which was developed based on a market study to determine the highest and best uses of the Property, given the environmental concerns associated with prior industrial uses. Anticipated outcomes from redevelopment include \$300MM in private investment leveraging \$8MM in public infrastructure investment.

Stantec's Phase I Construction design was carried through final construction design in early 2021 and Stantec assisted the City in hiring contractors through a competitive bidding process. Stantec is currently providing on-site construction management, which began in Summer 2021. Work during this time also included oversight/coordination/management of a \$250k US EPA-funded brownfield cleanup loan made to the current owner by the City to cleanup residual petroleum contamination. Management of the brownfield cleanup loan included Davis-Bacon Act documentation and additional federal reporting requirements.



Wausau Riverfront Brownfields Revitalization Wausau, WI

Relevance to Peoria:

- Implementation of Multiple Grants
- Promote Remediation/ Redevelopment similar to the Tabor Property
- Site Assessment, Cleanup and Construction Oversight
- All Environmental, Engineering, Construction Oversight and Management



Through state and federal brownfield grants, Stantec helped the City of Wausau transform this blighted former industrial property along the Wisconsin River to an award-winning recreational riverfront destination.

Stantec's team of engineers, scientists, urban planners and landscape architects, worked with the City of Wausau to investigate, remediate, design and provide construction management for implementation of public improvements along over 2,200 feet of Wisconsin River shoreline—laying the groundwork for Riverlife, a new regional recreation, entertainment, commercial and residential waterfront destination.

Stantec initially provided site investigation, clean-up planning and remediation services to prepare the site for redevelopment. We assisted the City to procure over \$1,700,000 in EPA and State grants for the project. Stantec also provided area-wide planning, market analysis and landscape architecture and civil engineering design and construction management for several phases of redevelopment. The first phase included an ADA accessible pedestrian bridge, boat docks, kayak launches, wharf, nearby kayak launch, multi-use trail system, riverbank restoration, lighting, and site furnishings. The team "daylighted" a previously navigable stream, which had been hidden within a large diameter storm sewer for years, and enhanced it with an arched bridge and lighted waterfall feature.

The second phase of improvements included a signature centerpiece park, bathroom, and concession building. The Riverlife amenities also include a terraced seating area, adjacent to the concession building and overlooking the river, which features benches, tables, chairs and shade umbrellas, and a unique leaping water fountain.

Riverlife offers a destination universal-designed playground for all ages. The playground includes a unique Kompan climbing and net play structure, slide, and climbing rocks; an extensive rubberized accessible play area that is designed with multiple colors to lead participants through the area; play structures for smaller children; an adult outdoor exercise area; and a timed "challenge course" akin to today's Ninja obstacle courses for older children. All amenities provide great river views and enhance the park and trail experience for bikers, walkers, and everyday travellers through the park.

More improvements are to come along the Riverlife trail network as a new trailhead and river overlook will be constructed south of the park in downtown Wausau.

The work resulted in the 2013 National Brownfield Renewal Award for Economic Impact. The City also received several awards for this transformational project, including National American Public Works Association (APWA) and Wisconsin APWA awards and an American Society of Landscape Architects Merit Award.



The Shipyard Green Bay, WI

Relevance to Peoria:

- Environmental Remediation
- Coordinated Design
- Prepared Site Planning
- Adjacent railroad

Stantec is working with the City to design a rich assortment of attractions and programming that will provide visitors and residents with a year-round destination to gather. The Shipyard will be anchored by a shipping container park that could house restaurants, incubator space for startup businesses, local artisans, boutique retail, equipment rentals, intern housing, Airbnb-type rentals, and a 40,000 square foot private development. Planned support attractions and features include a beer garden, urban beach, volleyball, adventure playground, play fountain, dog park, wetland, great lawn, lookout, fishing wharf, kayak launch, marina with boat slips, floating docks, terrace waterfront seating, riverfront promenade, great lawn with room for a temporary stage and various pedestrian connections and amenities. The City wants to be able to host a variety of events on site including festivals, markets, run/walks, concerts, movies and in winter months ice skating, snow sculptures, sledding and winter market.

Our design team completed an extensive survey of the project area, performed a structural analysis of the subsurface soils, and prepared site planning and mass grading plans and public improvement plans. We facilitated program discussions for The Shipyard park improvements and are working with the City on design development of The Shipyard amenities and associated support infrastructure (regional trail connections, safe railroad crossing, parking lots, road reconstruction). Throughout the project we have maintained careful focus on options that the City residents desire, local businesses can champion, and the City can realistically operate and maintain.



The City of Green Bay envisioned transforming a 13-acre brownfield along the Fox River into a regional destination that will draw people year-round to the waterfront, appropriately named The Shipyard. Stantec's team of national and local experts is helping the City's vision become reality



Menomonee Falls White Stone Station Brownfield Redevelopment Menomonee Falls, WI

Relevance to Peoria:

- State grant procurement and management
- Site civil design and construction oversight
- Environmental assessment and remediation
- Building demolition



Environmental cleanup and demolition was the first step required to transform this nearly 50 acres brownfield site in the Village of Menomonee Falls

With more frontage on I-41, this \$100 million project is transforming one of the most highly visible portions of the Village, with new retail developments including a Costco store, fitness facility/medical offices, hotel, four restaurants, bank, and 318 market rate apartments.

Stantec is providing a wide variety of services to two developer clients (Fiduciary Real Estate Development and Cobalt Partners LLC) as well as the Village, including environmental assessment, remediation, civil design, survey, landscape architecture, wetland mitigation, and construction documentation.

The site is one of the largest redevelopment sites in suburban Milwaukee, both in terms of its land area and the value of the expected development. The White Stone Station site was formerly home to four manufacturing facilities, a WEPCO service center, a bulk fuel storage facility, and a gas station. To allow redevelopment of this site, Stantec provided Phase I and II ESAs, asbestos, lead-based paint, and pre-demolition surveys, environmental site investigations, remedial planning, and oversight of contaminated waste cleanup.

Stantec also helped this site secure a \$500,000 brownfield grant through the State of Wisconsin. Remedial work was performed concurrently with demolition both to meet the aggressive redevelopment timeline and minimize the exposure of contaminated materials on underlying floor slabs. More than 90% of building materials were recycled, with concrete crushed on-site and used as geotechnical backfill. The project involved more than 500 feet of stream and wetland restoration and one mile of new roadway.



P.H. Glatfelter Paper Mill Brownfield Renewal Neenah, WI

Relevance to Peoria:

- State grant procurement and management
- Site civil design and construction oversight
- Environmental assessment and remediation
- Building demolition



How do you transform 16 acres of blighted land into thriving new developments that generate \$700,000 in annual property tax revenues and create hundreds of jobs in the midst of an economic downturn?

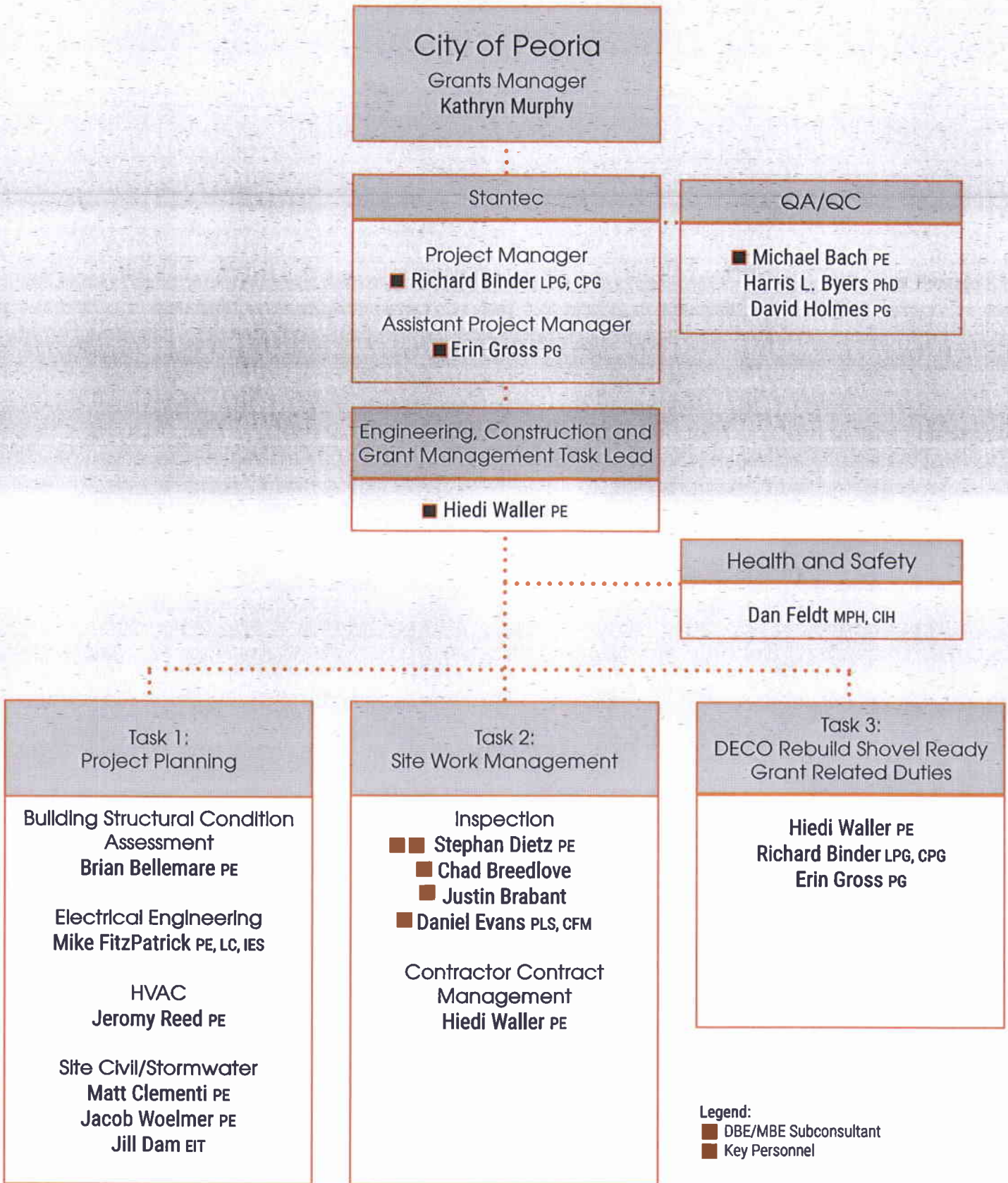
Answer: combine a community's commitment to economic development with a comprehensive approach to resolve a myriad of environmental challenges at a site impacted by more than 100 years of heavy industrial use.

Working closely with the City of Neenah's Community Development Authority (CDA), Stantec took the lead in remediation efforts at the former paper mill site, which included more than 50 structures in the massive mill complex and a former paper sludge landfill the mill was using as a wastewater treatment plant. We completed Phase I and Phase II environmental site assessments and provided remedial planning, led remediation activities—all while helping the CDA secure more than \$1.2 million in State brownfield assistance to help offset costs.

The site is now home to a corporate headquarters for a major employer in the community, with a portion of the property slated as a gateway to a new six-acre public park. More than 30 regulatory permits and approvals were secured as part of the transformation from contaminated, vacant land to desirable prime waterfront property. The project has opened new waterfront vistas for the first time in more than a century for office workers on the site and city residents alike.

Our engineering and environmental plan for the site remediation included extensive investigation of contaminants, removal as necessary, and capping areas where impacted soil could safely remain. Basement floor slabs and foundation walls were left in place throughout the site to reduce costs and maximize the sustainable reuse of materials. Much of the excavated on-site material was able to be beneficially reused on site as fill, resulting in more than \$1 million in savings.

This outstanding transformation was recognized with a National 2012 Brownfield Renewal Economic Impact Award.



The Stantec Team

At Stantec, we see brownfields differently - transforming them from liabilities into assets that bring economic viability and enhance the quality of life in communities where we live, work, and play. This perspective, in conjunction with our deep bench of multi-disciplinary staff, is what drives our success. The Stantec team provides nationally recognized EPA Brownfield Grant expertise combined with local understanding and experience to ensure you will receive maximum benefit from this project.

Full resumes of staff can be found in Appendix B.



Richard Binder

LPG

Project Manager

Education

MS, Geological Sciences

BS, Geological Sciences

Registrations

Professional Geologist (IL, IN, WI)

Certified Professional Geologist

Richard is a professional geologist with more than 30 years' experience involving investigation, remediation and redevelopment of Brownfield, industrial, commercial, and solid waste sites. His work experience includes Brownfield redevelopment, remedial investigations/feasibility studies, industrial facility deactivation/deconstruction, environmental due diligence assessments, manufactured gas plant site investigations, petroleum pipeline and aboveground/underground storage tank management, and landfill services. Richard has also designed and implemented soil, sediment, groundwater and soil vapor remedial actions related to chlorinated solvent, petroleum, cyanide, heavy metal and bio solids contamination utilizing sustainable/green remediation and conventional techniques. State expertise includes Wisconsin, Illinois, Indiana, Michigan, Iowa, Minnesota, and Kansas regulatory, grant and petroleum/drycleaner reimbursement programs. Federal expertise includes CERCLA, RCRA, TSCA and US EPA Brownfield regulatory and grants programs.

Project Experience

- US EPA Assessment Grant Application/ Implementation (FY15 & FY 19) | Peoria, Illinois | Project Manager
- US EPA Cleanup Grant Application/Implementation (FY20) | Peoria, Illinois | Project Manager
- US EPA Cleanup Grants Application/Implementation, Great River Landing Redevelopment | Hastings, Minnesota | Assistant Project Manager
- US EPA Brownfields Area-wide Planning and Cleanup Grant and State Idle-Sites grant Application/Implementation | Wausau, Wisconsin | Project Manager



Rick is known for this collaborative nature and is experienced in leading multi-disciplinary teams toward successful redevelopment projects that are on time and on budget. His proactive approach ensures that clients are routinely updated and informed of project status, and that client feedback and input is implemented into the design. **Rick has unparalleled knowledge of the Tabor property** and has a history of delivering results to the City of Peoria. He is experienced in working with multiple grants that are meticulously managed.



Erin Gross

PG

Assistant Project Manager

Education

BS, Geological Engineering and Geology & Geophysics

BA, Physics

Registrations

Professional Geologist (WI)

Erin is familiar with multiple grant management and reporting on brownfield redevelopment projects involving civil construction. She has also assisted in a variety of environmental investigations including more than 50 Phase I and II environmental site assessments for municipal, retail, and private clients. She assists clients with US EPA grant proposals, and upon award has written numerous EPA Site Eligibility Determinations for funding approval, Phase I ESAs, prepared Sampling and Analysis Plans, performed Phase II ESAs, and written Remedial Action Plans. Erin has additional experience including managing brownfield redevelopment efforts, investigating soil, sediment, vapor, and groundwater impacts from historical land uses, planning for and evaluating remedial options, evaluating development opportunities, and providing community outreach.

Project Experience

- FY19 US EPA Assessment Grant Application/ Implementation | Peoria, Illinois | Assistant Project Manager
- FY20 US EPA Cleanup Grant Application/ Implementation | Peoria, Illinois | Assistant Project Manager
- Modernway Cleaners | Illinois Dry Cleaner Fund | Midlothian, IL | Staff Geologist
- US EPA Grant Application and Implementation for Kankakee, Illinois | City of Kankakee | Kankakee, Illinois | Field Lead



Erin is currently the Assistant Project Manager on the above-referenced projects for the City of Peoria, which includes the Tabor Site.



Hiedi Waller

PE

Engineering, Construction, and Task Management Lead

Education

MS Coursework, Civil/ Environmental Engineering

BS, Mining Engineering

Registrations

Professional Engineering (MI, WI)

Hiedi's experience in engineering and project management spans more than 20 years. Her work includes site/stormwater system design and construction, demolition, and other site/civil design and construction. Hiedi also provides support on contaminant investigation and remediation projects for both soil and groundwater contamination. Her expertise in this area includes remedial system design, permitting, reporting and funding/reimbursement program assistance. Hiedi has put her property assessment and contaminant management skills to use on numerous brownfield redevelopment and brownfield program coordination projects.

Project Experience

- US EPA Brownfields Grant Application and Implementation for Minot, North Dakota | Project Manager
- US EPA Multiple Brownfields Cleanup Grants, Former H.D. Hudson Manufacturing Facility | Hastings, Minnesota | Remediation and Senior Project Engineer
- US EPA Brownfields Grant Application and Implementation for Kankakee, Illinois | City of Kankakee | Kankakee, Illinois | Assistant Project Manager
- US EPA Brownfields Cleanup Grants | Riverfront Redevelopment | Wausau, Wisconsin | Remediation and Senior Project Engineer



Hiedi is familiar with the Tabor Site and assisted with preparation of the grant funding this project. She also has developed the quality assurance project plans for the current City of Peoria assessment grant project.



Mike Bach

PG

QA/QC

Education

BS, Environmental Engineering

Registrations

Professional Engineer (IL, WI, ND, OH, CO)

Michael Bach brings more than twelve years of experience in environmental and civil engineering, site assessments, site developments, entitlements, due diligence, and overall project management. He is a licensed professional engineer utilizing technical skills and strong communication to provide clients with exceptional project delivery.

Project Experience

- The Shipyard | Green Bay, WI | Project Manager
- River Point District Planning and Engineering | Manitowoc, WI | Project Manager
- C. Reiss Coal Company Operations Improvements | Escanaba, MI | Lead Civil Engineer



Mike Bach is a mentor for staff in civil and environmental engineering. Mike relies on his attention to detail, follow through, emotional intelligence, and communication to set him apart—whether he’s guiding our teams or interfacing with clients.



Stephan Dietz

PE

Inspection

Education

BS, Civil Engineering

Registrations

Professional Engineering (IL)

Stephan has extensive experience as a Resident Engineer on many different types of highway construction projects, including large-scale urban reconstruction and multi-span bridge projects. He has a proven history of successfully coordinating projects with contractors, utility companies, municipalities, business owners, home owners, emergency services, and news media. His experience allows him to identify potential problems on a project and resolve them in a manner that keeps the project on schedule and on budget.

Project Experience

- City of Peoria, Illinois | Project Manager for a team of engineers and technicians that perform Phase III Construction Inspection, Materials Testing, and project documentation on \$15M of construction contracts annually.
- Washington Street Reconstruction | City of Peoria | Resident Engineer
- Illinois 40 (Knoxville Ave) | Peoria, Illinois | Resident Engineer



Stephan’s previous experience as an employee of the Illinois Department of Transportation allows him to better understand the documentation policies and procedures that accompany projects involving State and federal funding.

Stantec's Experience with the City of Peoria

Stantec has significant experience providing brownfield services to the City of Peoria, which includes the Tabor brownfield site. As such, we are familiar with City procedures and expectations and wish to continue building our relationship to assist in transforming blighted properties. A brief synopsis is provided below.

Illinois Municipal Brownfield Redevelopment Grant Program (MBRGP) Grant procurement and Implementation. In 2013, The City of Peoria chose Stantec to assist with responding to a Notice of Violation (NOV) from the IEPA regarding the tax delinquent Tabor Brownfield site. The initial scope of work included preparing a response to the NOV and providing coordination for a Phase II ESA being conducted by the IEPA at the site. With IEPA assistance and oversight, The City subsequently removed and properly disposed of thousands of tires and demolished the associated Quonset storage hut (shown above). The City also removed all remaining/discarded scrap/junk from historical industrial/commercial operations from the Site. Stantec identified the potential of securing funding for the property through the Illinois Municipal Brownfield Redevelopment Grant Program (MBRGP) and assisted the City to secure a \$50,000 grant. The funds were utilized to conduct supplemental site investigations required by the IEPA.

USEPA Community-wide Brownfield Assessment Grant for Hazardous Substances and Petroleum (FY-2015): Stantec assisted the City to procure and implement a \$400,000 US EPA Community-wide Brownfield Assessment Grant awarded in 2015. Numerous

accomplishments were achieved including completion of 13-Phase I environmental site assessments (ESAs), 7 Phase II ESAs/Supplemental Assessments and Remediation Objectives Report include work previously described for the Tabor Property.

USEPA Community-wide Brownfield Assessment Grant for Hazardous Substances and Petroleum (FY-2019):

Stantec assisted the City to procure and is assisting in implementation of a \$300,000 US EPA Community-wide Brownfield Assessment Grant awarded in 2019. To date Stantec assisted the City to obtain all available historical fire Insurance maps dating to the mid 1800s. The maps are georeferenced for use in the City GIS System and can be used for Brownfield site inventory and Phase I ESAs as well as many additional city application. Four Phase I ESAs are currently in process. A work-plan is also being developed to be used for additional required investigation on the Tabor Brownfield Property.

USEPA Brownfield Cleanup Grant, Tabor Brownfield Site (FY-20):

Stantec assisted the City to procure and is assisting in implementation of a \$500,000 US EPA Brownfield Cleanup Grant awarded in 2020 for the Tabor Brownfield Property. Site work is being coordinated with the \$950,000 DCEO Rebuild Illinois Competitive Shovel Ready Sites Grant. Stantec provided assistance with the grant application and provided the engineers estimate of probable costs.

The property is now ready for final remediation and site preparation for development.

Stantec's experience at the Tabor site gives us a familiarity with the conditions and challenges present at the location, thereby allowing us to quickly take action and begin the revitalization of this unique location.



References

<p>Brad Lenz City Planner City Wausau 407 Grant Street Wausau, WI 54403 P: 715.261.6753 E: brad.lenz@ci.wausau.wi.us</p> <p><i>Coordinated assessment, redevelopment design, and construction oversight at multiple large brownfield properties.</i></p>	<p>Adam Tegen Community Development Director City of Manitowoc 900 Quay Street Manitowoc, WI 54220 P: 920.686.6931 E: ategen@manitowoc.org</p> <p><i>Coordinated assessment, redevelopment design, and construction oversight at the City's two largest brownfield properties.</i></p>
<p>Matt Buchanan, AICP Economic Development Specialist City of Green Bay 100 North Jefferson Street Green Bay, WI 54301 P: 920-448-3396 E: matthew.buchanan@greenbaywi.gov</p> <p><i>Coordinated assessment, redevelopment design, and construction oversight at multiple large brownfield properties.</i></p>	<p>Chris Haese Director of Community Development and Assessment City of Neenah 211 Walnut Street Neenah, Wisconsin 54596 P: 920-886-6127 E: chaese@ci.neenah.wi.us</p> <p><i>Coordinated assessment, redevelopment design, and construction oversight at multiple large brownfield properties.</i></p>
<p>David King Executive Director Prairie Hills Resource Conservation and Development, Inc. 321 W University Drive Macomb, Illinois P: (309) 833-4747 E: david.king@prairiehillrcd.org</p> <p><i>EPA Brownfields Assessment Grant and implementation</i></p>	

Work Plan

The City of Peoria was awarded a \$950,000 Illinois DCEO Rebuild Illinois Competitive Shovel Ready Sites Grant to complete site preparation for investment and redevelopment of the 5.4-acre Former Tabor Brownfield Site located at 3540-3600 Southwest Adams Street and South Lydia Street. The City of Peoria wishes to procure a qualified consultant to assist in implementation of grant funded activities. The consultant must also coordinate with the selected consultant for the United States Environmental Protection Agency (EPA) Fiscal Year 2000 Brownfields Cleanup Grant (\$500,000) for the Former Tabor Brownfield site. Stantec is the selected consultant for the EPA Brownfields Cleanup Grant. Utilization of Stantec for this project will provide for efficiencies in coordination of site activities and seamless management of the overall project. Select activities will also be funded utilizing Eagle View redevelopment tax incremental finance (TIF) district funds (up to \$100,000).

Site Background information, our proposed management and implementation approach and schedule are provided in the following sections. A Cost Proposal for this workplan is included in Section 9.

Tabor Brownfield Site Background and Redevelopment Project Summary

The 5.4-acre Site is City-owned and was formerly used as a junkyard/salvage yard, railroad storage yard, compressor company, bulk oil and gasoline filling station, TV sales, real estate office and used car sales dating to the early 1900's. Acquisition/assemblage of the Site and preparation for redevelopment has been an ambitious City goal since 2010. The City acquired the five parcels comprising the Site in 2013 and 2015. With the Illinois Environmental Protection Agency (IEPA) and United States Environmental Protection Agency's (US EPA) assistance and oversight, the City performed subsurface site investigations, removed and properly disposed of thousands of tires and demolished the associated Quonset storage hut. The City also removed all remaining/discarded scrap/junk from historical industrial operations from the Site. A 10,000-square foot (SF) building, in poor condition and a dilapidated 1,500-SF retail building remain at the Site. Approximately 11,000-SF of former building slabs and pavement are also present. Contaminated fill is present across the

Site and will require management and capping as part of redevelopment. The Site is fenced to restrict access to prevent dumping and has remained vacant since acquisition by the City. City police officers routinely patrol the area due to the restricted access. The City has had several interested parties who have indicated that additional site preparation is needed in order to attract and facilitate redevelopment of the City-owned property.

As part of the overall project, we understand the City of Peoria will issue a request for proposals to redevelop the Site for industrial/commercial use. Concurrent with this effort, site assessment activities will be completed including asbestos, lead-based paint and restricted waste surveys of the two remaining buildings. Abatement will also be performed using EPA funds. Upon selection of a developer and further definition of the redevelopment plan for the property, the 1,500-SF building and additional 11,000-SF of concrete slabs and pavement will be demolished. The 10,000-SF building will be rehabilitated for adaptive reuse. This will include replacement of the roof which is collapsing and leaking as well as reestablishment of electrical service and the HVAC system.

The City will also design and construct stormwater enhancements to include an approximate 20,000 sq. ft. treatment pond and outfall structure. A site grading plan will be developed and include placement of a clean cover system/cap consisting of buildings, pavement and 18 inches of clean soil in greenspace areas. Soil that cannot be reused on site will be disposed of at a licensed landfill facility using US EPA funds. The results of the remedial activities performed as part of redevelopment will be documented in a Remedial Action Completion Report and submitted to the IEPA. Supplemental assessment will also be completed as required by the IEPA by the EPA Brownfield Cleanup Grant Consultant.

The current scope of work to be completed will follow the specific work plan approved by the DCEO and is organized into three tasks:

Task 1: Project Planning

Task 2: Site Work Management

Task 3: DCEO Rebuild Shovel Ready Grant-related Duties

The work will be coordinated with EPA Brownfield Cleanup Grant Activities. Further detail is provided in the following sections.

Approach

The following is a description of our approach for each of the three main tasks outlined in the Workplan and further described in the RFP. The work is integrated into a comprehensive Task List and Schedule provided as figure-1/Attachment-A, which includes elements related to the EPA Cleanup Grant and Eagle View TIF. The DCEO Rebuild Shovel Ready Grant runs through July 31st, 2023.

Task 1: Project Planning

Following contract award, a project kick-off meeting will be held between the Stantec Team (Stantec) and the City to finalize a project management and implementation plan that is best suited to your preferences, needs, and workload. During this meeting, we will also further define the Stantec and City team members roles and responsibilities and provide an overview of the DCEO grant process. We recommend that a subsequent call be scheduled with the DCEO project manager, the City of Peoria and Stantec to discuss the above as well as required project documents as described in Task 3.

We believe the key to a successful DCEO grant is open communication between the EPA project manager, DCEO project manager, City, and Stantec. We typically communicate on a monthly basis at a minimum to discuss the status of ongoing projects and upcoming work. At minimum, a recurring monthly conference call will be completed to discuss the grant status. Keeping the DCEO informed of progress under the grant is also essential and should be completed as described in Task 3 at a minimum. Project management meetings will be coordinated with the EPA components to provide for efficiencies in coordination of site activities and seamless management of the overall project.

Stantec will develop plans and bid specifications for the following components which are known at this time:

- Demolition of 1,500-SF Building and 11,000-SF of Additional Slabs and Pavement
- 10,000-SF Building Rehabilitation
- Stormwater Improvements
- Site Grading

As part of this effort, we anticipate a site surveying component and potential geotechnical evaluation. Required permits will also be evaluated and coordinated with respect to the project schedule. The documents may include incorporation of hazardous building material abatement and remediation components to be developed under the EPA Cleanup grant and TIF.

Requirements for State prevailing wages and MBE/WBE participation will also be included. Stantec will assist the City with contractor solicitation/bidding) through a competitive RFP process meeting State requirements including pre-bid meetings, response to questions, bid evaluation and contractor selection.

Task 2: Site Work Management

Stantec will provide the following site work management services to be coordinated with activities funded by the EPA Brownfields Cleanup Grant.

- **Construction Administration / Documentation:**

Stantec will make record of and respond to Requests for Information (RFIs). As required, Stantec will also issue construction bulletins, scope revisions and change orders to the project if field conditions change or if found to be required. As part of being proactive and working alongside the City and the Contractor, Stantec will also work ahead of the project progress to keep things moving forward as smoothly as possible to assist in avoiding delay. Stantec will host a Project Web Server to track all of the RFI's, Construction Bulletins, scope revisions, change orders, and current set of plans for use of the entire project team.

Stantec will review the Contractor's pay applications in compliance with in-place work as well as collect all as-built information provided by the Contractor. All files shall be provided to the City of Peoria in requested compatible formats and Stantec will accommodate as needed.

- **Provide weekly written project progress:** The weekly project update is one of the key elements in communicating the project progress to the public. These project updates will be submitted to the City of Peoria and also posted to the project web server set up and managed by Stantec. Forms will be structured so that they generate the required Illinois grant reporting requirements.
- **Review materials for compliance to project specifications and plans:** Stantec will review and inspect all materials and construction for compliance with the project specifications and plans.
- **Serve as the City's agent:** This item is one of the most important of all the scope of service items listed. At Stantec, we understand that we are an extension of the City of Peoria's staff when we deal with the stakeholders, residents and business owners. We will serve as your eyes and ears on-site, coordinate with the contractor and attend meetings as requested by both the City and Contractor.

Professionalism with a blend of empathy is often required for successful projects. Residents and stakeholders alike are often dealing with many things in life. Often, they just need to feel their concerns have been heard and putting in a little bit of effort towards their concerns often goes a very long way.

Task 3: DCEO Rebuild Shovel Ready Grant-related Duties

Stantec will complete grant required programmatic duties. These include, but are not limited to:

- Quarterly Periodic Financial Reports
- Quarterly Periodic Performance Reports
- Quarterly Illinois Works Apprenticeship Reports
- End of Grant Closeout Financial Report
- End of Grant Closeout Performance Report
- End of Grant Apprenticeship Certification
- External Audit Report (if applicable)
- Annual Financial Report (if applicable)

Stantec will also respond to oversight questions from federal, state and local officials, as needed. Stantec will be performed in compliance with standards and regulations adopted by the City of Peoria and in compliance with Environmental Protection Agency's grant regulations and other related requirements. These include the national Environmental Protection Act, Davis-Bacon Prevailing Wage, Section 3 regulations, the Illinois Prevailing Wage Act, the Business Enterprise Program, the "Preference Act," National Emission Standards for Hazardous Air Pollutants (NESHAP) of the U.S. Clean Air Act, and the Illinois Works Apprenticeship Initiative. Stantec will retain all required records for four (4) years following the date of expiration and all other pending matters are closed and shall provide access to the City at no charge during that period.

Other duties may be required for a successful program but have not been anticipated. We understand this task will be funded from additional local funds above the \$950,000 in state funds.

The scope of this task has not been determined.

HEALTH AND SAFETY

At Stantec, one of our core values is to do what is right. The way we treat our people, clients, and neighbors reflects who we are, what we believe in, and how we do our work. Integrating practical Health, Safety, and Environment (HSE) programs into our work helps protect our people from injuries, property loss, and environmental damage. We achieve this culture of

safety by carefully aligning work processes, systems, and behaviors, and by supporting employees with the guidance and knowledge they need to be safe at all times. While our HSE team develops the practices, training, and tools to protect our people, at Stantec it's everyone's responsibility to proactively identify hazards, eliminate or control risks, and even stop work if warranted. Putting people first means that we empower our employees to help create a healthy and safe work environment. It's part of our culture.

Information from the City

Stantec has acquired significant information related to the Tabor Brownfield site through our previous work on the property and assistance with the successful grant application funding this project. However, we will require additional information, data and assistance from the City in order to efficiently perform our role on the project. Much of this information can be obtained as the project develops. Select items include:

- Previous project reports or property information may be required including prior site ownership information, utility and infrastructure information. We understand the city will assist in providing services, signatures and information they have on a timely basis.
- The site is currently fenced. The City will provide site access to the property and buildings as necessary.
- As part of program management, Stantec may need information on City expenditures and grant fund drawdowns for the quarterly reports and annual/grant closeout reporting forms.
- A formal Section 106 review for the project which must be completed and submitted to the Illinois State Historic Preservation Office will be completed by Stantec on behalf of the City. (However, a lengthy review or issues are not anticipated due to the fact that the site is not in an Historic District, site buildings are not on the National Register of Historic Places and given the presence of up to 12 ft. of reworked fill, any historic item found would not be indicative of "Time and Place" from a cultural resource standpoint.)
- An Illinois Department of Natural Resources (IDNR) Ecological Compliance Assessment Tool will be prepared, and the Stantec, on behalf of the City will consult with the Endangered Species Consultation Program of the IDNR and the US Fish and Wildlife Service regarding threatened and endangered species. (However, given the presence of up to 12 ft. of reworked fill and urban use for over 100 years, endangered species are unlikely.)

- Stantec, on behalf of the City will Consult with the U.S. Army Corps of Engineers and IDNR regarding wetlands by desktop review. (However, given the presence of up to 12 ft. of reworked fill on the site wetlands are unlikely.)
- Additional authorizations and permits are under local jurisdiction and relatively easy to obtain on a project of this type. These include a City of Peoria demolition permit (as applicable), City of Peoria grading permit and City of Peoria erosion, sediment and storm water control Permit. We understand the selected remedial contractor will get these permits. We understand the City will provide any needed information, signatures, etc. on a timely basis.
- The City will provide Information related to the State Prevailing Wage Act/ Davis-Bacon Act as applicable and provide support to Stantec in monitoring of program requirements (interviews with site workers, site signage, review of time cards, etc.)

Conflict of Interest

Stantec is not currently aware of any past or present involvement in projects, or with clients, that constitute or appear to constitute a conflict of interest. In past brownfield construction projects for Midwest municipalities, Stantec has never had to stop or defer work because of a conflict of interest.

Potential conflicts could be associated with four types of stakeholders:

- Other local governments within the City
- Potential developers interested in developing sites targeted for construction
- Current or past owners of properties targeted for construction
- Current or past owners of neighboring properties

Stantec has an internal policy for evaluating, managing, and disclosing potential conflicts of interest. Any potential conflict would immediately be identified to the City and Stantec's internal legal staff. Our preferred method to managing conflict of interest is open conversations with both parties to discuss the potential issues and methods for resolution. In most cases, it is in the best interest of both parties to work with Stantec since the redevelopment goals are often compatible. If a potential conflict is perceived, simultaneous work being done for another entity can be separated internally by creating a virtual firewall.

Please note that our proposed MBE Subconsultant, **Millennia Professional Services** currently acts as the City of Peoria Construction Program Manager. We have confirmed that their work on this project is not considered a conflict of interest.

Cost of Services

Based on our understanding at this time, estimated probable costs are provided below. The services will be provided on a time-and materials basis per Stantec's standard billing table in effect at the time the work is performed (Following page). The scope and cost for services can be modified to meet the needs of the City as the project progresses.

The costs are provided below and are generally consistent with the engineers estimate provided as part of the DCEO grant application, and was developed at the request of the City by Stantec.

Task 1: Project Planning	
Demolition of 1,500-SF Building and 11,000-SF of Additional Slabs and Pavement	
Demolition - plans, specifications	\$10,000
Demolition - bidding	\$3,000
10,000-SF Building Rehabilitation	
Building Condition Assessment - Structural, mechanical, utilities, HVAC, etc.	\$25,000
Upgrades - plans, specifications	\$50,000
Upgrades - bidding	\$5,000
Stormwater Improvements	
Stormwater Improvements - plans, specifications	\$15,000
Stormwater Improvements - bidding	\$1,500
Site Grading	
Site Grading - plans, specifications	\$20,000
Site Grading - bidding	\$3,000
Task 1: Subtotal	\$132,500
Task 2: Site Work Management	
Demolition of 1,500-SF Building and 11,000-SF Additional Slabs and Pavement	
Demolition - contract management	\$3,000
Demolition - documentation	\$6,500
10,000-SF Building Rehabilitation	
Upgrades - contract management	\$10,000
Upgrades - documentation	\$15,000
Stormwater Improvements	
Stormwater Improvements - contract management	\$10,000
Stormwater Improvements - documentation	\$12,000
Site Grading	
Site grading - contract management	\$3,000
Site grading - documentation	\$12,000
Task 2: Subtotal	\$71,500

Task 3: DCEO Rebuild Shovel Ready Grant-Related Duties	
Grant duration is 8 quarters and closeout	
24 hours per quarter or 2 hours per week or 9 events at \$150/hour (3.4% of grant)	\$32,400
Task 3: Subtotal	\$32,400
Total Grant	\$236,400

2021 Stantec Rate Table*

Billing Level	2021 Rate*
3	\$95
4	\$107
5	\$115
6	\$119
7	\$127
8	\$131
9	\$141
10	\$147
11	\$160
12	\$165
13	\$174
14	\$180
15	\$199
16	\$228
17	\$238
18	\$241
19	\$249
20	\$260
21	\$270

*Subject to annual increase

Expenses and Materials

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- Subconsultants
- Subcontracted Commodity Services (e.g., analytical laboratory services, drilling contractors, etc.)
- Meals (may be billed at cost or daily per diem).
- Lodging
- Mileage (Travel, including mobilization to the project site, will be billed according to the US Internal Revenue Service standard mileage rate).
- External Equipment and Supplies (e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the US General Services Administration, unless prescribed differently in the proposal or contract terms and conditions).

TABLE 1. PROPOSED PROJECT SCHEDULE
 FORMER TABOR PROPERTY
 3540-3600 Southwest Adams Street and South Lydia Street, Peoria, Illinois

Category	Activity	2013	2014	2015	2016	2017	2018	2019	2020	2021				2022				2023				2024						
											Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
Grant Lifespan	USEPA Community-wide Assessment Brownfield Grant																											
	USEPA Brownfield Cleanup Grant																											
	Illinois Rebuild: Shovel Ready Grant																											
Property Acquisitions	City purchases one or more of the Tabor parcels (all currently owned by the City)																											
	RFP to select end user																											
	Purchase of Tabor site by end user																											
Building Survey and Abatement	Issue RFP for ACM/LBP/HazMat survey of existing building																											
	Select ACM/LBP/HazMat survey contractor																											
	Plans, specifications, and permitting for abatement																											
	Issue RFP; evaluate proposals, negotiate contractor agreement																											
	Contractor services																											
	Management																											
Environmental Investigation	Documentation and sampling																											
	Phase I ESA, Phase II ESA, Site Investigation, & Interim Remediation																											
	Discuss status of site with IEPA/SRP program																											
	Develop and submit workplan to IEPA and USEPA																											
	Conduct supplemental site investigation																											
	Supplemental site investigation report and submit to IEPA/USEPA																											
Demolition	Remedial Action Plan finalization																											
	Plans, specifications, and permitting for demolition																											
	Bidding																											
	Contractor services																											
	Contract management																											
Building Rehabilitation	Documentation																											
	Building condition assessment (structural, mechanical, utilities, HVAC, etc)																											
	Plans, specifications, and permitting																											
	Bidding																											
	Contractor services (new roof, electrical, HVAC, etc)																											
Stormwater Improvements	Contract management																											
	Documentation																											
	Plans, specifications and permitting																											
	Bidding																											
	Contractor services (including offsite disposal of contaminated fill)																											
Site Grading	Contract management																											
	Documentation																											
	Plans, specifications and permitting																											
	Bidding																											
Remedial Capping	Contractor services (including offsite disposal of contaminated fill)																											
	Contract management																											
	Documentation																											
	Plans, specifications and permitting																											
Post-Cleanup Assessment and Reporting	Installation of ~10 2-inch diameter groundwater monitoring wells**																											
	Quarterly Groundwater monitoring and reporting for dissolved metals (~2 years)**																											
	Remedial Action Completion Report																											
	Groundwater ordinance writing and implementation																											
Other Grant Related Duties																												

- Completed Activities
- USEPA Community-wide Assessment Brownfield Grant Funding
- USEPA Brownfield Cleanup Grant Funding
- Completed using Illinois Rebuild: Shovel Ready Grant Funding
- Future funding
- Other Grant Related Duties



Appendix A
Required Form

CITY OF PEORIA REQUEST FOR PROPOSALS

The executing of this form certifies understanding and compliance with the total proposal package.

PROPOSAL SUBMITTED BY:

Stantec Consulting Services Inc.

Company

03238-220331

Peoria EEO Certificate of Compliance Number

11-2167170

Employer Identification # (EIN)

701 East 22nd Street, Suite 115

Address

Lombard

Illinois

60148

262.643.9159

City

State

Zip

Daytime Telephone #

N/A

Richard Binder, Principal

After Hour Telephone #

Contact Person (Please print or type)

Richard Binder

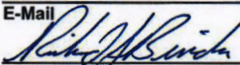
Principal

Name of Authorized Agent or Officer

Title

rck.binder@stantec.com

E-Mail



September 23, 2021

Signature of Authorized Agent or Officer

Date

PLEASE MARK ENVELOPE: RFP # 13-21 CITY OF PEORIA REBUILD CONSULTANT



**Appendix B
Resumes**



RICK
BINDER LPG
PROJECT MANAGER

Education

Master of Science, Geological Sciences, University of Wisconsin, Milwaukee, Wisconsin

Bachelor of Science, Geological Sciences, University of Wisconsin, Milwaukee, Wisconsin

OSHA, Hazardous Waste Operation and Emergency Response Training, 40-hour + 8-hour Refresher

CPR and First Aid, Certification, Milwaukee, Wisconsin

Training, Confined Space Entry, Milwaukee, Wisconsin

Registrations

Professional Geologist #2296, State of Indiana

Professional Geologist #196.001288, State of Illinois

Professional Geologist #734, State of Wisconsin

Certified Professional Geologist #9251, American Institute of Professional Geologists

Richard is a professional geologist with more than 30 years' experience involving investigation, remediation and redevelopment of Brownfield, industrial, commercial, and solid waste sites. His work experience includes Brownfield redevelopment, remedial investigations/feasibility studies, industrial facility deactivation/deconstruction, environmental due diligence assessments, manufactured gas plant site investigations, petroleum pipeline and aboveground/underground storage tank management, and landfill services. Richard has designed and implemented soil, sediment, groundwater and soil vapor remedial actions related to chlorinated solvent, petroleum, cyanide, heavy metal and bio solids contamination utilizing sustainable/green remediation and conventional techniques. State expertise includes Illinois, Wisconsin, Indiana, Michigan, Iowa, Minnesota, and Kansas regulatory, grant and petroleum/drycleaner reimbursement programs. Federal expertise includes CERCLA, RCRA, TSCA and US EPA Brownfield regulatory and grants programs.

EXPERIENCE

US EPA Assessment Grant Application/ Implementation | Peoria, Illinois | Project Manager

Rick served as project manager for the recently completed \$400,000 Assessment Grant awarded to the City of Peoria, Illinois for Fiscal Year 2016 and is project manager of a \$300,000 Assessment Grant awarded in 2019. The projects include performing an inventory of brownfield sites, performance of Phase I and Phase II Environmental Site Assessments, supplemental site investigations and remedial action plan development. Community outreach is also performed.

US EPA Assessment Grant Application/ Implementation | Kankakee, Illinois, United States | Project Manager

Rick is serving as project manager for a \$400,000 Assessment Grant awarded to the City of Kankakee for Fiscal Year 2015. The project includes performing an inventory of brownfield sites, performance of Phase I and Phase II Environmental Site Assessments, supplemental site investigations and remedial action plan development. Community outreach is also performed.

US EPA Coalition Assessment Grant Implementation | Washington County, Wisconsin, United States | Project Manager

Rick is consultant project manager of a \$600,000 Coalition Assessment Grant awarded to Washington County, Wisconsin in 2017. The coalition includes five of the County's incorporated cities and villages. Rick is managing implementation of grant-funded activities which include a county-wide inventory of brownfield sites, community outreach, and assessment and/or reuse planning for up to 20 priority brownfields sites. The work performed under the grant supports the County-led Site Revitalization Program - a joint effort between the County Planning and Parks Department and the County's economic development agency. A goal for the program is to integrate the County's revitalization efforts focused on brownfields sites with the County's economic development and business retention /recruitment efforts, with a goal of maximizing the extent to which brownfields revitalization can effectively be linked to private investment and jobs creation.



ERIN
GROSS PG
ASSISTANT PROJECT MANAGER

Education

Bachelor of Science, Geological Engineering and Geology & Geophysics, University of Wisconsin - Madison, Wisconsin

Bachelor of Arts, Physics, Carthage College, Wisconsin

Registrations

Professional Geologist #1378-13,
National Association of State Boards of Geology

Erin Gross is a University of Wisconsin - Madison Alumnus with Bachelor of Science degrees in Geological Engineering, and Geology & Geophysics. With more than seven years of experience as a geologist, she has assisted in a variety of environmental investigations including more than 50 Phase I and II environmental site assessments for municipal, retail, and private clients. Erin has assisted several clients with USEPA grant proposals and upon award has written numerous EPA Site Eligibility Determinations for funding approval; Phase I Environmental Site Assessments (ESAs), prepared Sampling and Analysis Plans, performed Phase II ESAs, and written Remedial Action Plans. Erin has additional experience including managing brownfield redevelopment efforts, investigating soil, sediment, vapor, and groundwater impacts from historical land uses, planning for and evaluating remedial options, evaluating development opportunities, and providing community outreach. She also performed landfill annual reporting, landfill plan modification, and landfill construction calculations for WDNR reporting. Finally, Erin has experience with EIA/EIS WEPa reporting and development.

EXPERIENCE

US EPA CWA Coalition Grant Application and Implementation for Washington County | Washington County, Wisconsin | Field Lead

Stantec initially assisted the County in the successful application for a \$600,000 USEPA Coalition Brownfields Assessment Grant awarded in 2014 and 2017. Ms. Gross proactively investigated soil and groundwater impacts in project areas, evaluated remedial options, and assisted with community involvement/outreach. Brownfield sites included in the services include the Barton School, Former West Bend Brewing, Former Bernico Site, Former Niphos Site, South Main Street Property, and the Downtown Riverwalk properties. Assisted primarily with site inventory, environmental site assessments, data evaluation, site investigation reports, and remedial action planning and reporting.

EPA Brownfields RLF Cleanup Grant Implementation for Manitowoc, Wisconsin | City of Manitowoc | Manitowoc, Wisconsin | Field Geologist

Erin has conducted several Phase II ESAs on behalf of the City of Manitowoc as part of a EPA Brownfield Site Assessment Grant. Properties where site work was performed include a former railroad switching station and an aluminum cookware and tannery facility.

US EPA Grant Application and Implementation for Kankakee, Illinois | City of Kankakee | Kankakee, Illinois | Field Lead

Performed many Phase I ESAs in Kankakee, Illinois and worked as a field geologist for the project's subsurface investigation work. Conducted outreach services, grant management, environmental site assessment, and redevelopment services with the goal of facilitating the redevelopment of brownfield sites. Proactively investigated soil and groundwater impacts in project areas, evaluated remedial options, and assisted with community involvement/outreach. Brownfield sites included in the services include the former Indiana Avenue properties, former Avis Motel, former Beatrice Dairy Products, and River Street properties. Ms. Gross assisted with site inventory, environmental site assessments, data evaluation, site investigation reports, and remedial action planning and reporting.



HIEDI WALLER PE
**ENGINEERING, CONSTRUCTION
 AND GRANT MANAGEMENT TASK
 LEAD**

Education

Master of Science Coursework Civil/
 Environmental Engineering, University
 of New Mexico, Albuquerque, New
 Mexico, 1992

Bachelor of Science, Mining
 Engineering, University of Wisconsin,
 Platteville, Wisconsin, 1987

OSHA, Health & Safety Training for
 Hazardous Waste Operations, 40-hr.

Registrations

Professional Engineer #6201051822,
 State of Michigan

Professional Engineer #33741-6,
 State of Wisconsin

Ms. Waller's experience in engineering and project management spans more than 20 years. As a senior-registered engineer, Hiedi provides support on contaminant investigation and remediation projects for both soil and groundwater contamination. Her expertise in this area includes remedial system design, permitting, reporting and funding/reimbursement program assistance. Hiedi has put her property assessment and contaminant management skills to use on numerous brownfield redevelopment and brownfield program coordination projects.

EXPERIENCE

US EPA Brownfield Revolving Loan Fund Grant Implementation | Racine, Wisconsin
 Hiedi provides technical and management assistance for the City's RLF program.

US EPA Brownfield Grant Implementation | Marinette County, WI; Red Wing, MN; Coon Rapids, MN; Dakota County, MN; Neenah, WI; Sheboygan County, WI; Sioux Falls, SD
 Hiedi assisted with preparation of Quality Assurance Project Plans, preparation of eligibility determination requests, preparation of site-specific sampling and analysis plans, preparation of quarterly reports for 14 brownfields assessment grants.

US EPA Brownfield Grant Implementation | Minot, North Dakota
 Ms. Waller prepared the original US EPA Brownfield hazardous substances and petroleum grant applications as well as the US EPA Brownfield Area-Wide Planning grant application. Once awarded, Ms. Waller has served as the Project Manager for the resulting projects and has prepared Quality Assurance Project Plans, eligibility determination requests and site-specific sampling and analysis plans as well as coordinating local outreach activities.

Forest County Potawatomi Community | Wisconsin | Tribal Brownfields Coordinator
 Hiedi administered the Tribe's brownfield funding for approximately two years. The funds included Tribal revenue and support from the CERCLA 128(a) Brownfields Grant Program for State and Tribal Response Programs. Under the program, Hiedi assisted with developing a geospatial database to reference aerial photographs, topographic maps, soil, geology, surface water, groundwater and wetlands and evaluating the program's effectiveness. Hiedi also coordinated the Tribe's Open Dumps project with both the IHS and the BIA.

Lac Du Flambeau Band of Lake Superior Chippewa - Environmental Site Assessments
 Hiedi assisted the Tribe's former Brownfield Coordinator. After completing an inventory of environmentally impacted sites on the Reservation, Hiedi helped prioritize sites and complete Phase I ESAs. She also assisted in developing a brownfield ordinance and related enforcement mechanisms. Stantec created a hazard ranking worksheet for future brownfield evaluations.

First Street Expansion | Wausau, Wisconsin
 Ms. Waller designed and prepared the soil management specifications for extending First Street through areas contaminated by trichloroethylene, polynuclear aromatic hydrocarbons and RCRA metals. The site is adjacent to the Wisconsin River.



MICHAEL
BACH PE
QA/QC

Education

Bachelor of Science, Environmental Engineering, University of Wisconsin - Platteville

Registrations

Professional Engineer #062-070985, State of Illinois

Professional Engineer #43356-6, State of Wisconsin

Professional Engineer #PE.0052278, State of Colorado

Professional Engineer #PE-10790, State of North Dakota

Professional Engineer #PE.85625, State of Ohio

Mr. Bach brings more than twelve years of experience in environmental and civil engineering, site assessments, site developments, entitlements, due diligence, and overall project management. He is a licensed professional engineer utilizing technical skills and strong communication to provide clients with exceptional project delivery.

EXPERIENCE

Discount Tire – Various* | Various Locations | Project Manager/Lead Civil Engineer
Project Manager/Lead Civil Engineer providing site planning, preliminary entitlements, due diligence and final site engineering for various Discount Tire developments throughout the United States. Civil design services included, site planning, private infrastructure design and permitting, storm water management design and coordination, public improvements design and permitting, as well as managing construction administration of the site development.

Walgreens Corporation, Utility Improvements and Parking Expansion | Deerfield, Illinois | Project Manager

Project Manager/Lead Civil Engineer providing site planning, entitlements, and final site engineering for various utility and parking lot expansions at the Walgreens Corporate Campus. Civil design services included, site planning, private infrastructure design and permitting, storm water management design and coordination, stakeholder and user group meeting attendance as well as managing construction administration of the site development.

Utility Infrastructure Analysis | Kohler/Sheboygan, Wisconsin

Lead Civil Engineer providing utility analysis for a future development. Existing potable water, sanitary and storm sewer service in the vicinity of the 50-acre parcel was analyzed and feasibility of routing utilities to the site determined. Utility routing options, feasibility of water redundancy, and estimated construction costs were provided to the client.

The C. Reiss Coal Company Operations Improvements* | Escanaba, Michigan | Lead Civil Engineer

Lead Civil Engineer coordinating site permitting for proposed construction and improvements for their existing salt storage operations along Lake Superior. Preparation of permit applications, site plans, grading and drainage plans, and construction details were provided for construction and implementation into current operations.

Walker Ranger Station* | Walker, Minnesota | Civil Engineer

Mike provided civil engineering services for the LEED Silver development for the United States Fish & Wildlife Service in Minnesota. The site improvements integrated into the design included an above ground collection cistern, oversized storm sewer conveyance systems, and bio-filtration devices to comply with State and LEED requirements. Mike also provided detailed grading and drainage plans to ensure drainage paths led to each BMP.

The Shipyard | City of Green Bay | Green Bay, Wisconsin | Project Manager

Mike is Project Manager for this project to transform a portion of the Fox River waterfront into a public recreation and entertainment facility. Components of the project include design development of amenities: playground, splash pad, open green, stage, kayak launch, boardwalk, game area, restroom, shoreline treatments, and shipping container park. Additional project considerations include associated support infrastructure (regional trail connections, safe railroad crossing, parking lots, road reconstruction) that the City residents desire, local businesses can champion, and the City can responsibly operate and maintain.



HARRIS
BYERS PhD
QA/QC

Education

Doctor of Philosophy, Geosciences,
University of Wisconsin

Master of Science, Agronomy,
University of Georgia

Bachelor of Science, Science
Education, University of Georgia

Mr. Byers has more than 18 years of professional consulting experience designing and managing investigation, remediation, and redevelopment projects at a wide variety of Brownfield properties. Harris has extensive experience in envisioning, preparing, and administering US EPA, State, federal, and local Brownfield assessment, cleanup, planning, and research grants. He has prepared applications for and/or managed over \$8M in Brownfield grant funded projects for a wide range of clients, including local units of government, research institutions, private developers, and local community-based non-profit organizations. As a direct result of strategic implementation of these grants, grantees have successfully leveraged over \$100M in additional private redevelopment funds, local Brownfield redevelopment funds, state Brownfield redevelopment funds, and additional US EPA Brownfield grant funds. Harris has extensive experience in conducting environmental site assessments and completing environmental remediation projects at former/historic industrial properties located throughout the Midwest. He excels at collaborating with local, state, and federal agencies, including State Departments of Natural Resources and Environmental Quality, Tribal Environmental and Natural Resource departments, Municipal Planning and Economic Development departments, US EPA, and university research faculty.

EXPERIENCE

Coordinated Assessment and Construction/Demolition Design with On-site Contractor Management - Mirro Building Demolition | Project Manager
Dr. Byers served as the Sr. Brownfield Project Manager during coordinated assessment and demolition of the former Mirro industrial complex in Manitowoc, Wisconsin. Tasks included QA/QC of assessment work, coordination with demolition design contractors, coordination and oversight of onsite demolition work, and simultaneous management of multiple federal and state grants and city-provided funding for the project. Unique to the federally funded portion of the project, Dr. Byers retained responsibility for documenting and reporting compliance with the Davis Bacon Act and SBE/MBE/WBE fair share objectives.

Coordinated Environmental Assessment, Redevelopment Design, and Construction Oversight – River Point District | Senior Brownfield Project Manager and QA/QC
Dr. Byers currently serves as the Sr. Brownfield Project Manager and provides QA/QC oversight of a coordinated assessment and phased redevelopment project at the River Point District in the City of Manitowoc, Wisconsin. Initial tasks included QA/QC of several phases of site investigations and remedial plans. Ongoing tasks include design and bidding of remediation work; coordination of on-site construction documentation/oversight; simultaneous management of multiple federal/state/local brownfield grants, loans, and TIF funded cleanup; and construction/redevelopment work.

Remediation Program Design and Contractor Oversight – Multiple Drycleaners and Industrial Property Owners in Illinois | Senior Brownfield Project Manager and QA/QC
Dr. Byers served as the Sr. Brownfield Project Manager and provided QA/QC oversight of remediation program designs and coordinated Stantec's construction oversight during active remediation at more than a dozen drycleaners and active industrial properties in the State of Illinois. Tasks included QC/QC of multiple Site Investigations, Remedial Action Options and Design Reports, and Remedial Action Completion Reports (RACR) prepared for review by the IEPA Site Remediation Program (SRP). Dr. Byers worked with remedial applicants to prepare and record applicable institutional controls (e.g. NFR Letters, HAAs, ELUCs, RTK letters).



DAVID
HOLMES PG
QA/QC

Education

MS Geology, University of Wisconsin, Milwaukee

BS Geology, University of Wisconsin, Milwaukee

OSHA, Health & Safety for Hazardous Waste Operations, 40-hour

Registrations

Professional Geologist #887-13, State of Wisconsin

David has over 30 years of professional consulting experience performing and managing environmental assessment, investigation, and cleanup projects and helping public and private sector clients to secure funding to implement these projects. David has worked on hundreds of brownfield sites on behalf of local government and developer clients throughout the US. He has exceptional experience securing state and federal grants to support brownfields redevelopment and habitat restoration projects (with more than 126 grants and \$30 million in funding awarded to date).

EXPERIENCE

Industrial Facility Remediation | Illinois | Project Manager

David was responsible for remediation of lead and petroleum impacts at four separate focus areas at a 106-acre industrial facility in Illinois. Remedial activities included removal of approximately 5,000 tons of lead-impacted soil. An additional 1200 tons of lead-impacted soil was removed from a drainage swale area located in a separate portion of the property. Petroleum impacted soil was excavated from two additional areas. Work was performed under the Site Remediation Program (SRP).

US EPA Brownfield Grant Implementation | Various Locations, Wisconsin, Minnesota, Washington

Dave is assisting with all aspects of grant implementation including preparation of Quality Assurance Project Plans, preparation of eligibility determination requests, preparation of site-specific sampling and analysis plans, Site investigation reports and preparation of quarterly reports for 14 brownfields assessment grants awarded in Fiscal Years 2010-2013.

Brownfields Assessments - Waupun | Wisconsin

David assisted the City with Phase I and II ESAs on 12 parcels. The City wanted to evaluate the parcels for environmental concerns before acquiring the properties for redevelopment and/or entry into a brownfields program.

US EPA Assessment and Cleanup Grant Applications Assistance, Various Clients | Grant Writer

David has authored or coauthored more than 90 successful applications to the US EPA for brownfields assessment, cleanup, area-wide planning, and revolving loan fund grants totaling \$19.1M in funding. David has worked with cities, counties, regional agencies, and non-profit organizations in 14 states (including Illinois) in pursuing these grants. He has had significant success working with first time grant applicants lacking experience in securing funding from US EPA. Including grants resulting from resubmittal, David's overall success rate exceeds 90%.

Site Revitalization Program Development | Washington County, Wisconsin

David is assisting Washington County in the development of a County-led Site Revitalization Program - a joint effort between the County Planning and Parks Department and the County's economic development agency. A goal for the program is to integrate the County's revitalization efforts focused on brownfields sites with the County's economic development and business retention/recruitment efforts, with a goal of maximizing the extent to which brownfields revitalization can effectively be linked to private investment and jobs creation. David served on an "economic toolbox" advisory committee for the County's lead economic development agency, one outcome of which was the successful application for a \$600,000 US EPA Brownfields Assessment Grant to a County-led coalition that included five of the County's incorporated cities and villages. David is managing implementation of grant-funded activities which include a county-wide inventory of brownfield sites, community outreach, and assessment and/or reuse planning for up to 20 priority brownfields sites.



DAN
FELDT MPH, CIH
HEALTH AND SAFETY

Education

M.P.H. Industrial Hygiene, University of Minnesota, Minneapolis,

M.S. Pathology, University of Wisconsin, Madison

B.S. Zoology, University of Wisconsin, Oshkosh

Health & Safety Training for Hazardous Waste Operations, OSHA, 40-hour

Registrations

Certified Industrial Hygienist #3741 (1987), American Board of Industrial Hygiene, Comprehensive Practice

Mr. Feldt has 41 years of professional experience in industrial hygiene and project management. As a Senior Project Manager in corporate HSSE, Mr. Feldt is responsible for overseeing OSHA compliance programs and managing a wide range of industrial hygiene, safety, and indoor air quality projects.

Throughout his experience, Mr. Feldt has worked with clients ranging in size from 20 to 60,000 employees. Having worked in several facets of industrial compliance, Mr. Feldt has developed a strong understanding of client needs. His expertise includes general industrial hygiene, indoor air quality, asbestos management, emergency action planning, process safety management, and noise/hearing conservation. He has also provided expert witness assistance for numerous worker's compensation cases.

EXPERIENCE

Fort McCoy | Wisconsin | Site Safety & Health Manager
Site Safety & Health Manager for an environmental cleanup project of 3 landfills.

Anchor Food Product Facilities in Appleton, Wisconsin and Pecos, Texas | Project Manager
Responsible for a PSM audit and RMP submittals for anhydrous ammonia.

Atlas Cold Storage | Green Bay, Wisconsin | Project Manager
Responsible for a Process Safety Management program, including a HAZOP, and an RMP for anhydrous ammonia.

Wisconsin Public Service Pulliam Power Plant | Green Bay, Wisconsin | Project Manager
Responsible for an RMP for sulfur dioxide and propane.

Milwaukee Metro Sewage District's South Shore Wastewater Treatment Plant | Oak Creek, Wisconsin
Process hazard analysis and SOP review on the chlorine system.

Milwaukee Metro Sewage District's Jones Island Wastewater Treatment Plant | Milwaukee, Wisconsin
Process hazard analyses and SOP review on the chlorine and sulfur dioxide systems.

Red Star BioProducts | Juneau, Wisconsin | Project Manager
Responsible for a process hazard analysis (HAZOP).

Hentzen Coatings | Milwaukee, Wisconsin
Development of a Process Safety Management program for flammable liquids, including a process hazard analysis.

Miller Electric Manufacturing Co. | Appleton, Wisconsin
Process Safety Management program development, including process hazard analysis for ammonia.

S.C. Johnson & Son | Racine, Wisconsin | Project Manager
Responsible for review and revision of process safety required standard operating procedures.



BRIAN
BELLEMARE PE
BUILDING STRUCTURAL
CONDITION ASSESSMENT

Education

B.S. Civil Engineering, University of
 Maine, Orono, Maine

Registrations

Professional Engineer #50378, State
 of Minnesota

Professional Engineer #11800494,
 State of Indiana

Professional Engineer #46477-6,
 State of Wisconsin

Professional Structural Engineer
 #081007933, State of Illinois

Professional Engineer #6201067494,
 State of Michigan

Professional Engineer #23853, State
 of Iowa

Professional Engineer #0051047,
 State of Colorado

Mr. Bellemare has over 17 years of experience in structural engineering of power and utilities, water, wastewater, pulp and paper, industrial, education and commercial projects. Brian's responsibilities include structural design, specification preparation, special inspections and quality assurance. His experience includes structural design and construction of a wide variety of project types, including water and wastewater treatment facilities, dams, pumping stations, new buildings, tanks and structures, structural condition assessments, building renovations and tank repairs.

EXPERIENCE

430 Oak Grove Apartments | Minneapolis, Minnesota | Structural Engineer
 Stantec worked with ESG Architects and Kraus Anderson Contracting to transform this 4-story 1920's-era limestone Beaux Arts building – once home to the Northwestern National Life Insurance Co. – into 75 luxury apartments overlooking Loring park. Brian provided structural engineering support, construction administration, and field inspection. Major modifications included creating a new adjacent parking deck and below-grade parking within the building basement; providing openings and structural framing modifications for improved vertical circulation, including new elevator and stairs; and creating second-level lofts in the high-ceilinged main floor spaces.

Portland Press Herald Building | Portland, Maine | Structural Engineer
 Brian served as the structural engineer responsible for field investigation of the exterior brick façade and structural system. Major modifications included steel column reinforcement, brick replacement and tuckpointing, and steel window lintel design and replacement.

West St. Paul Ice Arena Timber Arch Assessment and Repair | St. Paul, Minnesota | Structural Engineer

The exposed bearing ends of the main timber arches supporting the long-span building roof of this 1970's ice arena was showing signs of severe weathering and age. Stantec engineers performed a field investigation, including using ultrasonic testing equipment, to determine the amount of structurally sound material remaining to support the roof structure. Results indicated that a substantial amount of the structural strength was lost due to decay. Emergency repairs were immediately designed and implemented to keep the facility in safe operation until a long-term solution could be found. Brian provided structural engineering support and field inspection services.

Brooklyn Center Community Center Renovations | Brooklyn Center, Minnesota | Structural Engineer

The community center includes a 50-meter indoor pool with slide, exercise room, wading pool and locker rooms. A field investigation determined the HVAC system was not performing correctly, leading to extensive deterioration of the steel columns and steel roof deck due to moisture accumulation. Brian served as the Structural Engineer of Record responsible for structural design, specifications, and contract documents. Major design modifications included steel column reinforcement, roof steel truss installation and reinforcement for new roof mounted HVAC units, steel roof deck replacement and expansion of the pool pump room utilizing a helical soil nail shotcrete wall system.



MIKE
FITZPATRICK PE, LC, IES
ELECTRICAL ENGINEERING

Education

MS, Saint Mary's University of Minnesota

Bachelor of Electrical Engineering,
 University of Minnesota

AAS Electrical Construction Design and
 Management, Dunwoody College

AA, Century College, White Bear Lake,
 Minnesota

MnDOT Roadway Lighting Design Manual
 Training, St. Paul, Minnesota

Work Zone Traffic Control Safety and
 Roadway Lighting Training - Level I, St.
 Paul, Minnesota

Registrations

Professional Engineer, (IL, MN, ND, SD,
 WI, ID, CO, IA, IN, FL, NY, MA)

Lighting Certified Professional, National
 Council on Qualifications for the Lighting
 Professions

As an Electrical Team Leader, Mike specializes in lighting and control system design, and electrical drafting and design. He is also proficient in electrical drafting, and power and distribution systems design, emergency power and distribution systems, fire alarm and detection systems, closed circuit television systems (CCTV) security system, and card access systems for various project types including multi-story buildings, mixed use buildings, roadways, sports arenas, athletic complexes, landscapes, commercial offices, boardrooms, water/wastewater and aquatic facilities, fire stations, city halls, ice arenas, and libraries. His responsibilities include project layout, preparing detail design drawings and specifications for electrical segments of the projects, shop drawing review, and site observations, such as preliminary inspections and final inspections.

EXPERIENCE

Ridgeland Common Community Center Improvements | Park District of Oak Park | City of Oak Park, Illinois, United States

The Ridgeland Common Community Center needed a modern renovation and Stantec was brought on to design a new ice arena, pool improvements, additional ball fields, and electrical and mechanical upgrades. Mike was responsible for developing electrical and lighting designs for the construction documents, handling questions and addenda during bidding, and construction services including any RFI, CO, site observations, and shop drawing review.

Metro Transit Police Station | Electrical Engineer

Stantec provided the engineering design services for this new police facility located in Minneapolis Minnesota For Metro Transit Police Department. Mike was responsible for the electrical aspects of this project including the lighting, receptacle, electrical service, and distribution, and he was also responsible for special electrical systems such as fire alarm systems, security systems, CCTV, and Card access systems. Mike worked closely with Metro Transit Staff to coordinate the lighting, receptacle locations and security and CCTV requirements to ensure that Metro Transits new Police station met their needs. Mike is responsible for developing the electrical, lighting of the construction documents, handling questions and addenda during bidding, and construction services including any RFI, CO, site observations, and shop drawing review.

MnDOT Strait River Rest Area | Electrical Engineer

Stantec provided the engineering services for MnDOTs Straight River North Bound Rest Area located 17 miles south of Owatonna. The work included a building replacement, site and parking lot rehabilitation and truck parking lot expansion. The project includes schematic design, design development, construction documents, bidding and construction administration and post-construction services. Mike is responsible for developing the electrical, lighting of the construction documents, handling questions and addenda during bidding, and construction services including any RFI, CO, site observations, and shop drawing review.

Metro State Student Center | Electrical Engineer

Mike was responsible for developing the electrical, lighting of the construction documents, handling questions and addenda during bidding, and construction services including any RFI, CO, site observations, and shop drawing review. Stantec provided mechanical, electrical, and structural services to support the BWBR Arch team on demolition and construction of a new Student Center for Metro State University St. Paul Campus.



JEROMY REED PE HVAC

Education

BS, Mechanical Engineering,
University of Alaska

Registrations

Professional Engineer #10176, State
of Alaska

Professional Engineer #53856, State
of Minnesota

Professional Engineer #24136, State
of Iowa

Professional Engineer #PE-27131,
State of North Dakota

Professional Engineer #E-45580,
State of Wisconsin

Jeromy is a senior mechanical engineer with over 26 years of experience. He specializes in the design of mechanical systems including heating, ventilation, air conditioning, plumbing, and fire protection. His work experience spans all project phases from schematic design, design development, and detailed design through contract administration, substantial performance and reviews, and project closeout. Through his career, Jeromy has designed energy-efficient and cost-effective systems for a variety of facilities including schools, multi-family housing, office buildings, and water and waste treatment facilities. Jeromy excels at matching system functionality with the client's budget, desired technical sophistication, and energy conservation goals.

EXPERIENCE

Metro Transit Transfer Road Server Room | St. Paul, Minnesota | Mechanical Engineer

Jeromy was the mechanical engineer of record and provided construction support. This project upgraded the air conditioning system for the existing server room and added an additional communications/server room to the facility. Cooling capacity was increased by approximately 7 tons.

Metro Transit Fall Protection and Vehicle Exhaust | Metro Transit | St. Paul, Minnesota | Mechanical Engineer

Jeromy was the mechanical engineer of record and provided construction support. The project added fall protection, filled in lube pits, and upgraded the vehicle exhaust system to Metro Transit's Overhaul Base building. The ventilation and plumbing systems were modified to accommodate the elimination of two lube pits. An exhaust hose reel was added, and the central vehicle exhaust fan replaced. The fan was selected to accommodate the anticipated buildout that would nearly double the system capacity. It is controlled through a VFD so the airflow will match the incremental additions planned over the next decade.

Metro Transit Police Department | Metro Transit | Minneapolis, Minnesota | Mechanical Engineer

Jeromy was the mechanical engineer of record and provided construction support. The four-story addition to the existing office building includes office space for the Police Department and Transit operations, evidence processing and storage, holding cells, locker, shower, fitness and training rooms, and employee health clinic. A 120 ton geothermal system heats and cools the facility. Twin air handlers provide redundancy for the VAV ventilation system that must remain operational 24/7. Jeromy closely coordinated the building automation system to integrate with the client's multi-campus control system.

111 Washington Avenue CEB Building Renovation | Minneapolis, Minnesota | Mechanical Engineer

Jeromy was the mechanical engineer of record, and provided design services to renovate the HVAC and plumbing system on two floors of the high rise office building. Unique aspects of the project included a water source heat pump to provide cooling for the LAN rooms, and reuse the building's pneumatic controls. Project is currently under construction.

Veterans Administration Cemetery | Pike Lake, Minnesota | Mechanical Engineer

Jeromy designed the HVAC and plumbing systems for the Visitor Center/ Administration building and the Maintenance/Vehicle storage building.



MATT
CLEMENTI PE
SITE CIVIL / STORMWATER

Education

Bachelor of Science, Civil and Environmental Engineering, University of Wisconsin

Registrations

Professional Engineer #062049423,
State of Illinois

Professional Engineer #29864-6,
State of Wisconsin

Mr. Clementi serves as senior project manager and senior project engineer in Stantec's Mequon, Wisconsin office. A registered professional engineer in Wisconsin and Illinois, Matt brings more than 35 years of experience on a wide variety of municipal and private development projects. His municipal expertise includes roadways, bridges, pavement management, transportation, stormwater, utility and site engineering.

EXPERIENCE

FedEx Ground CHIC CY20 Parking Due Diligence | FedEx | Bridgeview, Illinois | Project Manager

Matt prepared a detailed Due Diligence report for a 10-acre trailer parking area to serve the existing FedEx Ground hub in adjacent Bedford Park, IL. He coordinated Survey, Environmental Review, Traffic Analysis, Geotechnical Study and Noise Analysis and performed or oversaw Site Plan Design, Stormwater Review, Zoning Analysis, and assembled a detailed report for the FedEx Engineering and Real Estate departments. Matt participated in presentations to the Village of Bridgeview Zoning Review Board to acquire a change in the zoning of the site and procure a Special Use Permit.

FedEx Ground Ongoing Permit Coordination | FedEx | Multiple Sites, Various | Project Manager

Matt has undertaken the oversight and coordination of all permit applications for all of Stantec's design and construction projects for FedEx Ground in NJ, IL, PA, GA. This involves research into various community's permit requirements and working with multiple Stantec Project Managers to verify that various design and construction permits are being acquired on schedule to keep design and construction on schedule. Matt provides updates and feedback to FedEx's internal Project Managers to keep them up to date on the timelines.

The Junction at White Stone Station | Menomonee Falls, Wisconsin | Project Manager
Matt provided grading, drainage and utility design services for 318-unit apartment development with significant grade and utility constraints. This infill – brownfield site presented many challenges including: coordination with Stantec's environmental scientist who were cleaning the site, coordination with other developers and engineering companies who were designing other portions of the development and concurrent design and construction of municipal infrastructure to serve the site.

Eaton Corporation – Milwaukee Operations and Technical Center | Menomonee Falls, Wisconsin | LEED Site and Stormwater Coordination

Matt provided site plan grading and parking lot spot elevations along with water, storm sewer, and sanitary sewer design. The loading dock area and handicap accessibility were unique to the grading. Special care was taken to balance the earthwork quantities for this 10-acre site. LEED-related activities included accommodation of multiple LEED specific items to increase long term sustainability of the site and LEED Online documentation of site related LEED credits.

Bruno's Self Storage, New Self Storage Facility | Town of Grafton, Wisconsin | Town Engineer

Matt provided all site design services as well as permitting and project coordination for the redevelopment of an under-utilized industrial building to new interior, climate controlled self-storage. The Project will also include the development of exterior self-storage units as Phase II.



Jacob Woelmer has over seven years of experience in civil engineering design and project management for both public and private clients throughout the central region of the United States. Jacob has experience working on multi-discipline projects ranging in size from small (1 acre) to large (70 acres). His expertise is in preliminary site analysis, site planning, roadway design, water and wastewater infrastructure design, drainage design, detention design, and floodplain analysis. Jacob works to understand clients' needs and focus on developing creative solutions to address their unique engineering challenges.

JACOB WOELMER PE SITE CIVIL / STORMWATER

Education

Bachelor of Science Civil Engineering,
Texas A&M University

Registrations

Professional Engineer #127688, State of
Texas

Professional Engineer #55856, State of
Minnesota

Professional Engineer #P24348, State of
Iowa

Professional Engineer #46672-6, State of
Wisconsin

EXPERIENCE

The Shipyard | City of Green Bay | Green Bay, Wisconsin | Project Engineer
The attractions include a great lawn, ice hockey, ice skating, concerts, festivals, large-screen viewing, runs, walks, markets and other special events. The site includes a park, playground, boat slips, floating docs, public parking areas, and various pedestrian connections and amenities. Jacob was responsible for the design of the public parking areas.

River Point Development | City of Manitowoc | Manitowoc, Wisconsin | Assistant Project Manager
Jacob served as assistant project manager on this project to transform impaired riverfront property into a development offering opportunities to live, work, dine, recreate, and enjoy all that Manitowoc has to offer. The project involved site planning, mass grading, and public improvement plans to provide the foundation for redevelopment.

Des Moines River Crossing Project | Stantec | Des Moines, IA | Construction Observation
Fiber optic cables for Sprint were installed across the Des Moines River in proximity of the Iowa Interstate Railroad between Downtown Des Moines and the Historic East Village. Stantec was responsible for reviewing the Drilling Program Plan, Horizontal Directional Drilling Modeling, and observing the drilling activities at the river crossing to ensure that the construction would be conducted in accordance with the Drilling Program Plan. Jacob provided construction observation for the duration of the project.

Schlumberger | Midland, Texas | Project Engineer
This project consisted of an addition of an ALS building on Schlumberger's facility in Midland Texas. Jacob was responsible for the truck turn routes and the civil design for the project.

Fed Ex Parking Lot Addition | Houston, Texas | Project Engineer
The Fed Ex Parking Lot project involved taking an existing Fed Ex warehouse located in the city of Houston and designing additional tractor and trailer parking spaces. Jacob was responsible for the project from design to construction.



**JILL
DAM** EIT
SITE CIVIL / STORMWATER

Education

M.S. Civil Engineering, Milwaukee School of Engineering

B.S.-Architectural Engineering, Milwaukee School of Engineering

B.S. Civil Engineering, Milwaukee School of Engineering

Registrations

Engineer-In-Training #1513165-500, State of Wisconsin

Ms. Dam has experience in water resource, environmental and civil engineering. Her experience ranges from laying out storm sewer systems for sites and site plans to modeling I&I for wastewater treatment conveyance systems, as well as storm water runoff hydrologic and hydraulic models for wetland mitigation banks. She has worked directly with public and private clients on stormwater drainage concerns and site layout.

EXPERIENCE

Openlands - Bartlett Ravine | Openlands | Fort Sheridan, Illinois | Engineer in Training

The Bartlett Ravine in northeast Illinois has concerns of erosion and high peak runoff rates for an urban landscape. The watershed of the urban landscape is approximately 195 acres of industrial, commercial, residential, and open space. The project's goal is to reduce the peak runoff flow toward the ravine, which should address the concerns of erosion. Jill is supporting the creation of a hydrologic model to model the watershed. The hydrologic model program being used is HEC-HMS. Project challenges include a two tiered pond with complex outlet controls, and modeling the outlet controls correctly in the model to achieve accurate results during storm events.

Tannery Falls Apartments | Engineer in Training

Jill assisted the Project Engineer on designing a sub slab depressurization system for an apartment building with VOC contaminated soil. The apartment building consisted of a lower level parking garage and four levels of apartment units. The design was set up to be a passive system that could be changed to an active system by adding a fan to the pipe network.

Neeñah Mixed-Use Development | Tadych Investment Partners, LLC | Neeñah, Wisconsin | Engineer in Training

Jill assisted the Project Engineer on designing a sub slab depressurization system for an apartment building with VOC contaminated groundwater and soil. The apartment building consisted of a first level parking garage and future retail space and six levels of apartment units. The design was set up to be a passive system that could be changed to an active system by adding a fan to the pipe network.

The Shipyard | City of Green Bay | Green Bay, Wisconsin | Engineer in Training

Jill assisted with the CLOMAR-F application for this project that involves filling a brownfield site to raise the property out of the 100-year floodplain. She coordinated with the project team to assemble the required materials to support the application. Once the application was submitted she worked with FEMA, working through the CLOMR-F process to get the application approved.

Mikkelson - Lot 1 Grading Plan | Mikkelson Builders | Mequon, Wisconsin | Engineer in Training

Jill worked with a senior project manager to complete a stormwater management report and design for a 13.4-acre lot in Mequon, Wisconsin. The existing site was a farm field being converted into a single-family residential lot. The site had challenges because a large portion of the lot was wetlands. This limited the buildable areas for a house and stormwater management facilities.



STEPHAN M. DIETZ, P.E.
SENIOR PROJECT MANAGER

EDUCATION:

Bradley University - Peoria, Illinois

- Bachelor of Science, Civil Engineering, 1998. Graduated Magna Cum Laude.

PROFESSIONAL REGISTRATIONS:

- Professional Engineer - Illinois, 2003 License No. 062-056631

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services, Resident Engineer/Project Manager, 2012 - Present
- Illinois Department of Transportation, Maintenance Field Engineer, 2011 - 2012
- Illinois Department of Transportation, Resident Engineer, 1999-2011
- Illinois Department of Transportation, Assistant Resident Engineer, 1998-1999

ACHIEVEMENTS:

- Professional Advancement for Career Engineers: Management Skills Graduate
- Engineer on the following Project of the Year nominees: 1999 Small Project; 2002 Work Zone Traffic Control; 2004 PCC Paving
- Engineer on the following Project of the Year winners: 2002 Partnering; 2002 Urban Improvement; 2004 Bridge
- Engineer on the project for which the consultant won an award: 2005 ACEC Engineering Excellence Award; 2005 Exceptional Consultant Engineering Service Award
- Authored an article in the State of Illinois Office of Business and Workforce Diversity monthly newsletter
- Presented at the 2006 Illinois Concrete Paving Association Conference on the Mainline Paving of Upgrade 74

CERTIFICATIONS:

- IDOT ICORS / CMMS Certification
- IDOT Documentation of Contract Quantities Certification #20-16453 (Exp. 3/11/2024)
- IDOT PCC Level I, II, and III QC/QA
- IDOT HMA Level I, II, and III QC/QA
- IDOT S-33 Soils Field Testing
- IDOT Mixture Aggregate Tech 3-Day

Mr. Dietz is a civil engineer with over 22 years of experience in Phase I, II, and III engineering for various public works projects including roadway rehabilitation and new construction. He has extensive experience as a Resident Engineer on many different types of highway construction projects, including large-scale urban reconstruction and multi-span bridge projects. He has a proven history of successfully coordinating projects with contractors, utility companies, municipalities, business owners, home owners, emergency services, and news media. His experience allows him to identify potential problems on a project and resolve them in a manner that keeps the project on schedule and on budget. His previous experience as an employee of the Illinois Department of Transportation allows him to better understand the documentation policies and procedures that accompany projects involving state and federal funding.

PROJECT EXPERIENCE

City of Peoria, Illinois – Project Manager for a team of engineers and technicians that perform Phase III Construction Inspection, Materials Testing, and project documentation on \$15M of construction contracts annually.

US 34 Yorkville/Oswego, Illinois – Project Manager for a team of engineers and technicians that provided construction inspection, project documentation, and design changes on this Illinois Department of Transportation project. The project consisted of the reconstruction and expansion of 3.65 miles of US-34 from two lanes to four lanes of PCC pavement with variable width median and turn lanes throughout. Included in the project were 5.7 miles of new storm, 2.2 miles of infiltration sewer, two detention basins, improved aggregate subgrade, curb and gutter, signalized intersections, and a multi-use pedestrian path. Construction cost: \$33M. 2016 – present.

US 34, Biggsville, Illinois – Project Manager for a team of engineers and technicians that provided construction inspection, project documentation, and materials testing for this project of 5.87 miles of proposed four-lane expressway on a new alignment south of Biggsville, consisting of two structures carrying US Route 34 over South Henderson Creek and an interchange at IL Route 94/116 including a structure carrying IL 94/116 over US Route 34 and related side road locations and reconstructions. General work includes earth excavation, borrow excavation, lime modified soil, full-depth hot-mix asphalt (HMA) pavement, HMA shoulders, aggregate shoulders, pipe drains, pavement removals, pipe culverts, pavement markings, signage, lighting, traffic control, seeding, and miscellaneous appurtenances. Structures at Henderson Creek each consist of a three-span, 42" composite plate girder structure with an 8" concrete deck, 40 feet wide face-to-face of parapets, 310 feet long back-to-back of abutments with riprap lined open abutments. The structure at IL 94 consists of a two-span, 48" web plate girder structure with an 8" concrete deck, 66 feet wide face-to-face of parapets, 211 feet long back-to-back of abutments with 4" concrete slopewalls. Construction cost: \$40M. 2013 - 2015



STEPHAN M. DIETZ, P.E.
SENIOR PROJECT MANAGER

Washington Street Reconstruction, City of Peoria – Resident Engineer for this City of Peoria, Illinois project. Washington Street Project was a multi-year, multi-phase road construction project for the City of Peoria. The city was using state funding to not only reconstruct .75 miles of Washington Street through the heart of the downtown Warehouse District, but also to incorporate many aesthetic elements into this project to beautify and revitalize this historic corridor. Overall, this construction project included complete roadway removal from ROW line to ROW line, installation of new water main, improvements to the existing storm sewer systems, and construction of new curb and gutter, full-depth HMA pavement, and PCC sidewalk. A unique feature of this project was the construction of a roundabout at the intersection of Harrison and Washington Streets. In the end, it became a center focal point for both motorists and pedestrians in this corridor and provided safer, free-flowing traffic movements. Aesthetic elements were brick paver parking lanes, brick paver crosswalks, sidewalks with in-laid brick paver medallions, decorative street lighting, decorative benches, and irrigated raised planter boxes. These items tied in well with the aesthetics of adjoining projects to create a uniform look and feel for the entire Downtown Warehouse District. Construction cost: \$10M. 2013 - 2014

US 24 over LaMarsh Creek - Resident Engineer for this Illinois Department of Transportation (IDOT) project involving removal and replacement of a three-span steel beam structure carrying US 24 over LaMarsh Creek, including the addition of turn lanes to Cameron Lane and Wheeler Rd. Aspects of the project included construction of drilled shaft foundations for the piers and erection of weathered steel I-beams. Construction cost: \$5M. 2011

I-74 from Illinois 97 to Knoxville - Resident Engineer for this Illinois Department of Transportation (IDOT) project involving patching and resurfacing of I-74, including the removal and replacement of two Slab Bridge structures over Knox Station Road. Aspects of the project included construction of interstate crossovers for stage construction, construction of slab bridge structures, and extensive pavement rehabilitation to I-74. Construction cost: \$5.9M. 2009

US 34 over US 150, Galesburg, IL – Resident Engineer for this Illinois Department of Transportation project involving the bridge deck replacement of two four-span structures on eastbound and westbound US 34 over US 150. Aspects of the project included concrete repairs to substructure, bearing replacement, stage construction of bridge decks, blasting and painting of steel beams, and containment and disposal of lead paint. Construction cost: \$2.8M. 2008-2009

Illinois 40 (Knoxville Ave) Peoria, Illinois – Resident Engineer for this Illinois Department of Transportation project involving large scale patching and resurfacing on one of Peoria's busiest roadways, including major intersection rehabilitation at US 150 (War Memorial Drive). Aspects of the project included complex maintenance of traffic plans, re-design of all pavement grades at War Memorial Drive intersection, and QC concrete testing by engineering field staff for this project. Construction cost: \$4.6M. 2007-2008

Contract 2 of I-74 Reconstruction – Resident Engineer for this Illinois Department of Transportation project involving the complete reconstruction of six major arterial roadways and their structures over I-74, including two major interchanges and significant widening work on I-74. Responsibilities included managing a staff of 20 engineers and technicians, both IDOT and consultants. The project finished 30 days before the completion date and nearly \$300,000 under budget. Major aspects of this complex urban project included an expedited work schedule, high traffic volumes, complex traffic staging, road closures, detours, extensive public involvement, utility relocation/coordination, coordination with the City of Peoria, re-design of intersection geometrics, helical tie-back anchor retaining walls, soldier pile retaining walls, storm sewer re-design, PCC pavement, steel/concrete beam bridges, and traffic signal/ITS work. This project required high level project management skills due to the scope of project, expedited work schedule, and the extensive amount of public involvement. Construction cost: \$42.5M. 2003-2005

**CHAD BREEDLOVE***RESIDENT ENGINEER / TECHNICIAN V***EDUCATION:**

Western Illinois University – Macomb, Illinois

- Bachelor of Science, Construction Management, 2006

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services, Morton IL
 - Technician V, 2020 - Present
 - Technician IV, 2008 - 2020
- STS Consultants, Technician, 2002 - 2008
- Whitney and Associates, Field Technician, 2000 - 2002

CERTIFICATIONS / TRAINING:**IDOT:**

- Aggregate Technician Course – 5 day
- Bridge Construction Inspection
- Concrete Tester Certified
- Documentation of Contract Quantities – Certificate No. 21-18313 (Exp: 02/15/2025)
- ICORS Training
- Nuclear Density Testing
- Superpave Training Certified

Home Depot:

- Inspection Certified

CPN:

- Radiation Safety Certified

For the past several years, Mr. Breedlove has been working as a Resident Technician on IDOT projects. Duties include project supervision and coordination, surveying, inspection, testing, and conformance with IDOT specifications and documentation. He has 20 years of experience with a background in the inspection and testing of on-site and laboratory conditions of soils and aggregates. He served as head of laboratory testing of all soil and aggregate samples including moisture conditions, grain size, bearing, porosity, permeability, unconfined compressive strength, shear strength, failure rates, hydrometer, Atterburg limits, and classification. Field testing and inspection experience includes nuclear density testing of soils, aggregates, and asphalt. Visual inspection, as well as bearing and unconfined compressive strength were also performed on-site. He is experienced with batch plant inspection for the aggregates utilized for asphalt and concrete. He also has experience in the making and curing of concrete cylinders, beam molds, and grout cubes and cylinders. Lab experience includes the testing of the compressive strength. Mr. Breedlove has experience in other various aspects of testing and inspection. These include asphalt, steel reinforcing, foundations, fire proofing, pile, welding, drilling, and coring. His representative experience includes:

PROJECT EXPERIENCE

Allen Road, City of Peoria – Resident Engineer for this Local Roads project funded by the City of Peoria and State of Illinois. The project consisted of ADA ramp improvements, HMA surface removal, HMA paving using an SMA mix design, and striping. Duties included project supervision for the City, as well as survey, testing, inspection, and documentation to conformance with IDOT specs. Documentation for this project was performed using IDOT's CMMS system. Construction cost: \$1.0 million.

Northmoor Road - Resident Technician for this Local Roads project funded by the City of Peoria and State of Illinois. The project consisted of a complete reconstructing of Northmoor Rd. into a three-lane section. Improvements included new pavement, curb and gutter, storm and sanitary systems, traffic signals, lighting, pervious bike path, three retaining walls, fencing, and additional items. Duties included project supervision for the COP, as well as survey, testing, inspection, and documentation to conformance with IDOT specs. Additional responsibilities included coordination with city officials, IDOT, contractors, utility companies, designers, local schools, businesses, and emergency services. Construction cost: \$11.0 million.

VFW Bypass – Resident Technician for this Local Roads project funded by the City of Pekin, Illinois. This project consisted of reconstruction and new construction of VFW road to provide a five-lane roadway between Rt. 29 and Commercial Street. The four-mile project included earthwork, storm sewer, HMA



CHAD BREEDLOVE
RESIDENT ENGINEER / TECHNICIAN V

pavement, PCC pavement, demolition, and a cast-in-place box culvert construction. Duties included project supervision, survey, testing, inspection, and conformance to IDOT specifications and documentation. Construction cost: \$ 20.0 million.

Veterans Drive – Resident Technician to run this Illinois Department of Transportation Project. The project consisted of new construction to provide a five-lane PCC pavement roadway from Broadway Road to Sheridan Road in Pekin, Illinois. The one-mile project included earthwork, PCC pavement, paved shoulders, guardrail, pipe underdrains, signals, and construction of a precast concrete box culvert. Duties included project supervision, survey, testing, inspection, and conformance to IDOT specifications and documentation. Construction cost: \$4 million. Completed in 2014.

Illinois Route 9 – Resident Technician for this Illinois Department of Transportation Project. This project consisted of patching, milling, resurfacing, retaining walls and a culvert extension located on IL Route 9 from approximately 2.0 miles west of the Spoon River to IL Route 41 in McDonough and Fulton Counties. Duties included services provided for the inspection, supervision, material testing, certification, and documentation. Construction Cost: \$6.2 million. Completed in 2012.

Illinois Route 8 Resurfacing and Bridge Rehabilitation, Peoria County, Illinois – Served as Construction Inspector on this project which included 4.65 miles of patching and resurfacing on Illinois Route 8, as well as rehabilitation of the structure over Big Hollow Creek in Peoria County. Services provided include construction inspection and documentation.

Illinois Route 78, Fulton County, Illinois – Served as Construction Inspector on this project which included 2.27 miles of widening, resurfacing, and traffic signals on IL Route 78 from 0.3 miles north of Alder Road to Big Creek Park Road in Fulton County. Also included in this project was the construction of a golf cart tunnel, storm sewer, and earthwork.

Route 136, Duncan Mills, Illinois – Served as a Construction Inspector and Field Technician. Project consisted of three miles of earthwork, drainage, pavement removal, widening, resurfacing, culverts, and box culverts. Duties included verification of layout, grades, alignment, rebar, and soil conditions of above work. On-site testing of structural culvert concrete was performed. Coordination and on-site meetings with contractor were also performed. All materials and work were verified for compliance with plans and specs.

Veolia ES Valley View Landfill, Decatur, Illinois – Served as Field Geologist during hydrogeologic characterization project. Described and classified over 900 ft. of Pleistocene-age unconsolidated sediments. Prepared geologic logs of materials. Assigned penetrated soil materials to recognized stratigraphic units. Prepared samples for geotechnical testing. Also, oversaw installation of groundwater monitoring wells and directed efforts of driller. Measured water levels in boreholes and monitoring wells.

I-74 (FAI 74) Reconstruction, East Peoria/Peoria, Illinois (2006) – Served as Resident Geotechnical Inspector for the third round of contracts which make up the largest Illinois Department of Transportation (IDOT) project in downstate Illinois' history. Duties included all field and laboratory testing of all soils, sands, and aggregates utilized in embankment fills, backfills, sub-bases, and structure-related fills. Recommended all corrective procedures for fills, undercuts, and drainage mechanisms to meet IDOT Standard Specs. Also maintained records and performed readings for settlement platforms, piezometers, and slope inclinometers on three surcharge areas. Inspected installation of wick drains and FA -1 drainage layer on these surcharge areas. Performed inspection and verification of three mechanically stabilized earth walls. Additional responsibilities included inspection of superstructure phases (pile, shear studs, bolts, fillets, beams, etc.), storm/sewer placement, concrete testing, and rebar. Checking grades, layout, and finished elevations were also performed with survey equipment.



JUSTIN BRABANT TECHNICIAN II

EDUCATION:

Bradley University - Peoria, Illinois

- Bachelor of Science, Construction, 2017

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services, Technician I, 2016 – Present

CERTIFICATIONS:

- IDOT Documentation of Contract Quantities Certification #18-13396 (Exp. 3/1/2022)
- IDOT PCC Level I QC/QA
- IDOT S-33 Soils Inspection
- IDOT Mixture Aggregate Technician QC/QA
- IDOT HMA Level I QC/QA
- CMMS Training - IDOT District 4

Mr. Brabant is an Engineering Technician with 4 years of experience in Phase III engineering. He has been a construction inspector for various public works projects, including roadway reconstruction and pavement preservation. He has gained experience communicating with contractor, utility companies, and property owners.

PROJECT EXPERIENCE

N. University Street, City of Peoria – Construction Inspector on this Locally let, Federally funded project. The project consisted of a complete reconstructing of University Street, from Pioneer Parkway to Townline Road, into a three-lane section. Improvements include new PCC jointed pavement, curb and gutter, storm sewer with storage chambers, ornamental lighting, multi-use path, three, and landscaping items. Duties include construction inspection, surveying, materials testing, project documentation, and coordination with local businesses. Cost: \$5.6 Million. 2020

IL 78 Resurfacing Stark County, IDOT District 4 - Construction Inspector. This project consisted of 3 miles of HMA patching, partial depth HMA patching, milling, and HMA paving on IL 78 from IL 17 to just north of the Stark/Henry County Line. Responsibilities included: construction layout, construction inspection, and project documentation using CMMS. Cost: \$1.7 Million. 2019

Harvard Avenue, City of Peoria - Construction Inspector. This project was the second Phased of the Harvard corridor and consisted of complete removal and replacement of Harvard from Purdue to War Memorial Dr. Aspects of this project included communication with residents, subgrade improvement, new PCC curb and gutter, multi-use path, storm sewer improvements, HMA pavement, retaining walls, and a bioswale to reduce storm water runoff from the project. Cost: \$1.6 Million. 2018

North Harvard Avenue, City of Peoria - Construction Inspector. This project consisted of complete removal and replacement of N. Harvard from Purdue to Shady Oak. Aspects of this project included communication with residents, subgrade improvement, new PCC curb and gutter, multi-use path, storm sewer improvements, HMA pavement, retaining walls and a bioswale to reduce storm water runoff from the project. Cost: \$1.8 Million. 2017

Adams Street – MacArthur to Persimmons, City of Peoria – Construction Inspector. This project was a design/build pilot project to show the value of Green Infrastructure as a valuable way for the City to improve city streets while tackling it's CSO issue. Aspects of this project included rain gardens, permeable pavers, storm sewer, retaining walls, roadway and sidewalk improvements. 2016



DANIEL EVANS, P.L.S., CFM
SENIOR PROJECT MANAGER

EDUCATION:

Southern Illinois University

- Bachelor of Science, Civil Engineering Technology, 1993

PROFESSIONAL REGISTRATIONS:

- Professional Land Surveyor – Illinois, License No. 035003348
 Missouri, License No. 2013020063
 Indiana, License No. LS21700011
 Kentucky, License No. 4326
 Michigan, License No. 4001070288
- Certified Floodplain Manager – Illinois, 2019, License No. IL-19-00839

AFFILIATIONS:

- Director, Illinois Professional Land Surveyors Association (2009-2011)
- Member, Illinois Professional Land Surveyors Association
- Member, Missouri Society of Professional Surveyors
- Member, Indiana Society of Professional Land Surveyors
- Member, National Society of Professional Surveyors

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services, PLS/ Project Manager, 2011-Present
- Christopher B Burke Engineering, PLS/ Land Survey Manger, 2003-2011
- Clark Engineers, PLS/Survey Crew Chief, 1994-2003
- Patrick Engineering, Survey Crew Chief, 1993-1994
- Alfred Benesch and Associates, Field Inspector, 1990-1991

CERTIFICATIONS:

- FAA Part 107 Remote Pilot Certification
- 40 Hour OSHA HAZWOPER Certified

COMMUNITY:

- Village Trustee - Village of Emden, Illinois (2005 - 2014)
- Village President – Village of Emden, Illinois (2014 - 2017)

MILITARY:

- U.S. Air Force – Illinois Air National Guard, 1987-1993
- U.S. Air Force Reserves, 1993-1995
 Highest Rank E-5 (Staff Sergeant)
 Honorably Discharged

Mr. Evans is a professional land surveyor with over 29 years experience in a wide variety of surveying applications including transportation design surveys, right-of-way surveys, control surveys, construction layout, construction quality control, land acquisition surveys, hydrographic surveys, aerial photogrammetry ground control, ALTA and boundary surveys in a variety of projects including surveys for airports, highways, bridges, underground utilities, dredging and marine operations. He is familiar with the latest technology including the Global Positioning System (GPS), robotic instruments, laser scanning (LIDAR) and drones. He has performed calculations for GPS surveys, numerous large scale horizontal and vertical network adjustments, and complex boundary surveys. In addition, Mr. Evans has a background in managing a survey office including contract negotiation, client contacts, proposal writing, scheduling, and direction of field, technical and professional personnel.

PROJECT EXPERIENCE

Ameren Transmission Line Survey, Pekin to East Peoria, Illinois – Sub-consultant for Volkert, Inc to complete land boundary, right-of-way and topographic surveys for the existing Ameren transmission line corridor for approximately 16 miles from Pekin, Illinois to East Peoria, Illinois. Project consists of completing field surveys, courthouse research, preparing easement plats, writing easement descriptions and topographic mapping of encroachments for approximately 145 parcels along the 16-mile corridor. Also completed similar corridor projects near Bloomington, Illinois (21 miles) and Jacksonville, Illinois (20 miles).

PTB 187, Item 8 – FAP 317 (US 24 / IL 9) through Banner in Fulton County, IDOT District 4, – This project consisted of Right of Way (ROW) and property surveys including preparing ROW plats for the reconstruction of the current bridge structure carrying US Route 24 over Copperas Creek in Fulton County. The project consisted of completing courthouse deed research, field recon for monumentation and traversing, boundary calculations and drafting 10 ROW plats and ROW plans for acquisitions.

PTB 186, Item 3 – Illinois Route 53 from Illinois Route 62 (Algonquin Road) to US Route 12 (Rand Road), Cook County, IDOT District 1, – Completed Phase I land surveying services for topographic surveying and LiDAR scanning for approximately 5.5 miles of Illinois Route 53 through Rolling Meadows and Palatine, Illinois. Project consisted of completing mobile and stationary LiDAR scanning for the rehab of 14 structures, road cross sections, storm sewer structure mapping and details, hydraulic surveys and control surveys.

PTB 176, Item 15 – FAP 669 (IL 8 / IL 116), Cedar Street Extension over P&PU Railroad and over IL 29 in East Peoria, IDOT District 4, – Completed Phase I and II Land Surveying Services consisting of Right of Way (ROW) and property surveys including preparing ROW plats for the replacement of the current bridge structures carrying Cedar Street over the P&PU Railroad Yard and IL 29 in East Peoria. The ROW Surveys included completing courthouse deed research, field recon for monumentation and traversing, boundary calculations and drafting 18 ROW plats and ROW plans for acquisitions. The project also included



DANIEL EVANS, P.L.S., CFM
SENIOR PROJECT MANAGER

completing topographic surveys for hydraulic studies, aerial survey control and new surface and TIN creation.

PTB 162, Item 27 – FAU 6757 (US 150), Intersection of US 150 (Jackson St.) and Main St. in Morton, IDOT District 4, – Completed land boundary surveys, right-of-way surveys and prepared Right-of-Way and Permanent/Temporary Easement plats for the reconstruction of the intersection of Jackson St. and Main St. in Morton. Project consisted of completing boundary research, field recon for monumentation and traversing, boundary calculations and drafting 28 plats for right-of-way and easement acquisitions.

PTB 165, Item 16 – IDOT District 4, Various Various Survey – Contracted to perform Topographic Mapping, Control Surveys and DTM Processing for various survey projects throughout IDOT District 4. Work to date has included completing land boundary surveys, right-of-way surveys and preparing Right-of-Way and Permanent/Temporary Easement plats, establishing vertical and horizontal control, completing topographic surveys of intersections for ADA compliance, completing topographic surveys for bridge and culvert replacement, and completing point processing and DTM processing for topographic surveys.

Rivian Motor Company ALTA Land Title Surveys and Facility Mapping/ Topographic Surveys, Normal, Illinois – Completed ALTA Land Title Surveys and topographic surveys for the 355 acre automotive plant in Normal. Project consisted of courthouse research, field reconnaissance and traversing for boundary surveys and completing topographic surveys. Topographic surveys included all existing improvements and utilities across the entire 355 acre facility. Field surveys completed with conventional, GPS and drone surveying methods.

Tiger II Warehouse District Project, Peoria, Illinois – Sub-consultant for Hanson Professional Services; performed courthouse research, field reconnaissance and traversing for boundary surveys of approximately 23 blocks in the “Warehouse District” in the City of Peoria. Also completed topographic and right-of-way surveys, street alignments, sanitary and storm sewer alignments and utility coordination for said 23 block Warehouse District.

GPS Aerial Control, Peoria County, Illinois – Provided ground control survey to establish reference points for Peoria County in preparation of the Multi-Modal Transportation Study. Determined horizontal and vertical information for approximately 25 control points covering 36 square miles encompassing the Greater Peoria Regional Airport. Project consisted of use of GPS utilizing fast static techniques and post-processing of GPS baseline information.

Aerial (Drone) Mapping, Glasford, Illinois – Complete aerial drone mapping of ± 32 acre site north of Glasford, Illinois for future lake construction. Project consisted of setting photo control, drone flight and photo/point processing for partially wooded site.

Horizontal/Vertical Control Network, Greater Peoria Sanitary and Sewage Disposal District, Peoria, Illinois – Determined horizontal and vertical information for approximately 45 GPS & SDD control monuments throughout the City of Peoria. Project consisted of establishing NAD 83 State Plane Coordinates and NAVD 88 elevations (1997 adjustment) utilizing fast static with post processing and Real-Time Kinematic GPS techniques.

The Village of Morton, Geographic Information System (G.I.S.) Monument Densification Project, Morton, Illinois – Completed Real-Time Kinematic GPS occupations, conventional field traverse and differential leveling for establishing State Plane Coordinates and NGS ground elevations for a 42 monument network covering the entire Village of Morton (approximately 20 square miles).

City of Peoria, G.I.S. Storm Sewer Mapping Project, Peoria, Illinois – Completed GPS mapping for drainage structures including manholes and inlets and outfall mapping for dry weather screenings for the City of Peoria through Foth Infrastructure. Included GPS mapping, measuring inverts and documenting pipe sizes and flow directions for 8000 + storm sewer structures to date. Project is ongoing.



Appendix C

Millennia Project Experience



PROJECT EXPERIENCE

Hydraulics

Green Mount Road ■ Hydraulic Reports Belleville, Illinois

Civil Engineering – Hydraulics Subconsultant

Millennia Professional Services was retained by Lochmueller Group, in concert with the Illinois Department of Transportation, to provide hydraulic modeling, design guidance, permitting and hydraulic reports for multiple creek crossings, channel modifications, and stream bank stabilization on this various-various contract.

This project involves improving the transportation and safety on Green Mount Road from the intersection of IL Route 161 to IL Route 177 in Belleville, St. Clair County, Illinois, for a total project distance of approximately 1.0 mile. This section of Green Mount Road is considered for improvement based on the crash history, traffic volumes, and the existing roadway design. The hydraulic report proposed a new three-span bridge with piers, requiring detailed scour analysis.

Client:

Ms. Cindy Watters, PE
Senior Engineer - Associate
Lochmueller Group
1928 SRA Bradley R Smith Drive
Troy, IL 62294
Phone: 618-667-1414

Completion Date: 2017

Total Project Cost: Unknown



Engineering Services Provided:

- Field Observation Visits
- Project Narrative
- Waterway Information Tables
- Hydraulic Report Data Sheets
- Hydrology using StreamStats
- Hydraulics Analyses using HEC-RAS
- Modeling for Natural, Existing, and Proposed Conditions
- Freeboard Analysis and Design Recommendations
- Hydraulic Survey Data Exhibits
- Hydraulic Report
- Bureau of Bridges and Structures Permitting
- Scour Analysis





PROJECT EXPERIENCE
Harvard Avenue Reconstruction

Harvard Avenue Reconstruction ■ City of Peoria, Illinois

Phase III Prime Consultant

The Harvard Avenue Project was a multi-year, multi-phase project that was part of the City of Peoria's Residential Reconstruction program. The 1-mile long project was a full reconstruction of Harvard Avenue from Shady Oak Drive to War Memorial Dr. This stretch of Harvard Avenue had nearly 100 residential properties in the corridor and had an extensive amount of utility relocation associated with the construction. As part of the City's Master Bicycle Plan, this project included an HMA multi-use path that connected to the Rock Island Greenway Trail. Additionally, the use of bioswales to reduce the amount of stormwater runoff, was incorporated into the project as part of the City's CSO plan. This project included extensive communication and coordination with residents, subgrade improvement, new PCC curb and gutter, HMA multi-use path, storm sewer improvements, HMA pavement, retaining walls and a bioswale.

Client:

Mr. Bill Lewis
 City of Peoria
 3505 N. Dries Lane
 Peoria, IL 61604
 309-494-8811
 blewis@peoriagov.org

Completion Date: 2018

Project Cost: \$3.5 Million

On this project, Millennia provided the Resident Engineer, construction inspection, and Quality Assurance testing.





PROJECT EXPERIENCE

Phase I/II Roadway Design and Geotechnical

**Interstate 74 over French Creek ■ PTB 153-042
Knox County, Illinois**

Civil Engineering – Geotechnical Subconsultant

Millennia Professional Services was retained by Oates Associates, in concert with the Illinois Department of Transportation, to provide geotechnical services on this contract.

The scope of work consisted of the design of replacement structures for the existing bridges carrying Interstate 74 over French Creek south of Galesburg, Knox County, Illinois. The proposed structures will consist of two single-span bridges with concrete decks. The superstructures will be supported by integral abutments. A Structural Geotechnical Report was prepared for the new bridge structures. Work included geotechnical exploration, laboratory testing, boring log preparation, discussion of local geology, evaluation of embankment slope stability, subsidence/abandoned coal mines, driven pile recommendations, site stripping, subgrade preparation, suitability of materials for use as fill, fill placement, and subgrade protection.

Client:

Mr. Jeff Rensing, PE
Oates Associates, Inc.
100 Lanter Court, Suite 1
Collinsville, Illinois 62234
Phone: 618-345-2200
Email:
Jeff.Rensing@oatesassociates.com

Design Completion Date: Est. 2019

Total Millennia Fee: \$67,000





PROJECT EXPERIENCE

Location Drainage

I-270 over Mississippi River Madison County, Illinois

Civil Engineering – Location Drainage/Hydraulic Report Subcontractor

Millennia Professional Services was retained by Horner & Shifrin/Parsons, in concert with the Illinois Department of Transportation, to provide professional services in connection with the preparation of a Location Drainage Study/Design Report to analyze the removal and replacement of the bridge that carries I-270 over the Mississippi River. This structure is known locally as the Chain of Rocks Bridge and connects Madison County, Illinois, and St. Louis, Missouri.

Millennia was subsequently selected to complete Phase II drainage engineering design of the Illinois approach to the bridge.

Engineering Services Provided:

- Project Narrative
- Hydraulics Analyses using StormCAD, CulvertMaster, and FlowMaster
- Hydrology using StreamStats and Rational Method
- Completed Existing Drainage Plan Exhibit Sheets for East Bridge Approach and Interchange
- Completed Proposed Drainage Plan Exhibit Sheets for East Bridge Approach and Interchange, and New Parapet Wall and Bike Path
- IDOT Coordination

Client:

Mr. Brad Riechman, PE
Horner & Shifrin, Inc.
604 Pierce Boulevard, #300
O'Fallon, IL 62269
Phone: 618-622-3040

Completion Date:

Phase I Report – 2019
Phase II – Est. 2022

Project Cost: Greater than \$250 Million





PROJECT EXPERIENCE

Phase I/II Roadway Design and Geotechnical

Illinois Route 53 (FAP 870) at Illinois Route 56 ■ D-91-612-11 DuPage County, Illinois

Civil Engineering – Roadway Design/Geotechnical Subconsultant

Millennia Professional Services was retained by Bollinger, Lach and Associates, in concert with the Illinois Department of Transportation, to provide Phase II design and geotechnical services on this various-various contract.

The scope of work consists of the reconstruction of Illinois Route 53 and Illinois Route 56 intersection. Roadway approach sections along Illinois Route 53 and Illinois Route 56 will also be reconstructed due the proposed channelization at the intersection.

The proposed intersection will have dual left turns and a right turn lane at each leg. Illinois Route 53 will have two lanes in each direction with raised median. Illinois Route 56 will have three lanes in each direction with raised median. There will be a bike path on east side of IL Route 53 and north side of IL Route 56. The scope also includes new traffic signals, lighting and drainage improvements.

Millennia has provided Phase II engineering services, which included the preparation of contract plans, specifications and estimates for Letting. Millennia also developed interconnect signal plans, permanent traffic signal plans, temporary traffic signal plans, pavement elevation plans, pavement jointing plans, and noise wall plans.

Millennia also prepared a Roadway Geotechnical Report for roadway widening from two plus lanes to five lanes including borings for multiple culverts and sound walls. A Structural Geotechnical Report was written for a large culvert and retaining wall at the south end of the project. Work included geotechnical exploration, laboratory testing, IDOT log preparation, discussion of local geology and pedology, evaluation of embankment fill settlement, embankment slope stability, ground improvement, pile lateral load resistance, lateral earth pressures, bearing capacity, culverts, seismic loading, mine subsidence/ abandoned coal mines, site stripping, and subgrade preparation.

Client:

Mr. Jaymin Patel, PE
Bollinger, Lach and Associates
333 Pierce Road, Suite 200
Itasca, IL 60143
Phone: 630-438-6400
Email: jayminpatel@bollingerlach.com

Design Completion Date: 2018

Total Construction Fee: Est. \$33 Million





PROJECT EXPERIENCE

Northmoor Road Reconstruction

Northmoor Road Reconstruction ■ City of Peoria, Illinois

Phase III Prime Consultant

The Northmoor Road Reconstruction Project was a multi-year, multi-phase, road construction project for the City of Peoria. The City used state funding to not only reconstruct the 1.0 mile stretch of Northmoor Road, but also to incorporate green infrastructure elements, such as a permeable HMA multi-use path and infiltration trenches for storm water. Extensive utility coordination and public awareness efforts were required on this project. Within the project limits there were residential neighborhood, three schools, two churches, a fire station, and a senior living facility. Overall, the project consisted of a complete reconstruction of Northmoor Rd., turning it into a three-lane section. Improvements include new full-depth HMA pavement, curb and gutter, storm and sanitary systems, traffic signals, ornamental lighting, permeable HMA multi-use path, three retaining walls, fencing, and extensive landscaping.

On this project, Millennia provided the Resident Engineer, construction inspection, and Quality Assurance testing.

Client:

Mr. Bill Lewis
City of Peoria
3505 N. Dries Lane
Peoria, IL 61604
309-494-8811
blewis@peoriagov.org

Completion Date: 2019

Project Cost: \$11 Million





PROJECT EXPERIENCE

Washington Street Reconstruction

Washington Street Reconstruction ■ City of Peoria, Illinois

Phase III Prime Consultant

Washington Street Project was a multi-year, multi-phase, road construction project for the City of Peoria. The City used state funding to not only reconstruct .75 miles of Washington Street in front of the new Downtown Museum and Caterpillar Visitor Center and through the heart of the downtown Warehouse District, but to also incorporate many aesthetic elements into this project to beautify and revitalize this historic corridor. Overall, this construction project included complete roadway removal from ROW line to ROW line; installation of a new water main; improvements to the existing storm sewer systems; and construction of new curb and gutter, full-depth HMA pavement, and PCC sidewalk. A unique feature of this project was the construction of a roundabout intersection at Harrison and Washington Streets. Since a goal of the project was to beautify as well as improve, special attention was placed on the aesthetic elements that were incorporated into project. Some of these elements were brick paver parking lanes, brick paver crosswalks, sidewalks with in-laid brick paver medallions, decorative street lighting, decorative benches, and irrigated raised planter boxes.

On this project, Millennia provided construction inspection, construction staking, and testing services.

Client:

Mr. Scott Reese
City of Peoria
3505 N. Dries Lane
Peoria, IL 61604
309-303-8660
sreese@ci.peoria.il.us

Completion Date: 2015

Project Cost: \$10 Million
(MPS Fee: \$500,000)



EXHIBIT 3
Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

11/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td style="text-align: center;">22276</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012															

COVERAGES **CERTIFICATE NUMBER:** 18015573 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	47-GLO-307584	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
 RE: City of Peoria Rebuild Consultant #13-21.

CERTIFICATE HOLDER 18015573 City of Peoria 419 Fulton Street, Room 108 Peoria IL 61602	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Attachment Code: D564542 Master ID: 1415077, Certificate ID: 18015573

Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112

STANTEC CONSULTING SERVICES INC.; 1415077



18015573
City of Peoria
419 Fulton Street, Room 108,
Peoria, IL 61602

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **18015573**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 18015573**
- ◆ **Email: kctsu@lockton.com**
- ◆ **Subject Line: TSU E-Delivery**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies
Technical Services Unit**

Attachment Code: D522252 Certificate ID: 18015573

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
47-GLO-307584	5/1/2021	5/1/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Those persons and organizations as stated in a certificate of Insurance, on file with the insurer, as of the date of Cancellation.	30

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TC2J-CAP-8E086819 (AOS); TJ-BAP-8E086820; TC2J-CAP-8E087017
(NJ)

IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

**CANCELLATION
30**

NUMBER OF DAYS NOTICE OF CANCELLATION:

**NONRENEWAL
NONRENEWAL: 30**

NUMBER OF DAYS NOTICE OF

PERSON OR ORGANIZATION: Where Required By Written Contract

ADDRESS:

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: UB-3P635310 (AOS); UB-3P533004 (MA, WI)

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS:**

Notice of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, delivery or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

WHERE REQUIRED BY WRITTEN CONTRACT.

Number of Days Notice: 30

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2022 11/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012														

COVERAGES **CERTIFICATE NUMBER:** 18015578 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/POP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2021	10/1/2022	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab		CPO8085428	10/1/2021	10/1/2023	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City of Peoria Rebuild Consultant #13-21.

CERTIFICATE HOLDER **CANCELLATION** See Attachment

18015578 City of Peoria 419 Fulton Street, Room 108 Peoria IL 61602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment Code: D522052 Certificate ID: 18015578

Policy No: 47-EPP-308810 , NO RETROACTIVE DATE
Named Insured: See Attached Certificate
PROFESSIONAL LIABILITY
NOTICE OF CANCELLATION FOR THIRD PARTIES

This contract is amended as follows:

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.

EXHIBIT 4
EEO Certificate of Compliance



PURCHASING DIVISION

ANNUAL CERTIFICATE OF COMPLIANCE

This is to certify SanteC Consulting Services Inc. submitted an Employer Report Form (CC1) and other necessary documents satisfactory to the City of Peoria, Office of Equal Opportunity. The above named Company is hereby approved to contract with the City of Peoria and the County of Peoria for a period of one year.

If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information, through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period of up to one year.

Dated this 29th day of January, 2021

Expires this 31st day of March, 2022

EEO Certification Number:

03238-220331



Chris Switzer
Purchasing Manager

EEO CERTIFICATION FORMS NOW AVAILABLE ONLINE!

Visit City of Peoria website at www.ci.peoria.il.us. Click Government, Click Departs A-G, Click Equal Opportunity then Click Forms and select the appropriate form. Please utilize this convenient process.



City Hall Building
419 Fulton Street Rm. 108
Peoria, Illinois 61602
VOICE (309) 494-8507
FAX (309) 494-8510

EXHIBIT 5

Byrd Anti-Lobbying Certification Form

CITY OF
PEORIA, ILLINOIS (CLIENT)

**CERTIFICATIONS AND REPRESENTATIONS
(CONTRACT FUNDS)**

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

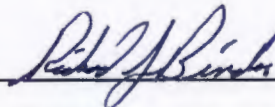
(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____



COMPANY NAME: _____

STANTEC CONSULTING SERVICES INC.

DATE: _____

November 9, 2021

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that--

The Offeror and/or any of its Principals--

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

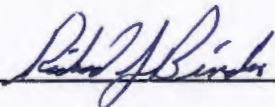
The Offeror shall provide immediate written notice to the CLIENT if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the CLIENT may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the CLIENT, the CLIENT may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____



COMPANY NAME: _____

STANTEC CONSULTING SERVICES INC.

DATE: _____

November 9, 2021